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The Solicitors' Journal

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Current Topics.

The New Judge.

CONSIDERING that the vacancy in the ranks of the judges of the King's Bench Division, caused by the lamented death of Mr. Justice MCCARDIE, could not be filled without an address from both Houses of Parliament to His Majesty representing that the state of business in that Division required, for its efficient despatch, that the vacancy should be filled forthwith, the Government is to be congratulated not only on the promptitude with which a new appointment has been made but likewise on the excellent choice made by the Lord Chancellor of Mr. CYRIL ATKINSON, as the new judge. Rumour, persistent and with a certain probability, pointed to another distinguished King's Counsel as the likely recipient of the post; in this instance rumour, as is often the case, was wrong, but doubtless the judicial appointment of that particular silk is merely postponed. The new judge is a profound lawyer who has enjoyed a large practice, not indeed of the kind which the general public regard as exciting, but in the more substantial kind of litigation which requires a minute examination of the law and the facts. Furthermore, the new judge's work in the House of Commons, of which he has been a very useful member for the past nine years, has doubtless given him that wide outlook and appreciation of practical problems which should be eminently serviceable in his judicial capacity. Called to the Bar at Lincoln's Inn in 1897, Mr. ATKINSON joined the Northern Circuit, that famous nursery of great lawyers, and took silk twenty years ago.

One-sided Right of Appeal.

ON first reading, the judgment in *Re Lancaster Gate and the Law of Property Act*, 1925, s. 84 [1933] 1 Ch. 419, more fully discussed in this issue at p. 350, may well give rise to some surprise. Here apparently is something very unusual in the Law of England, an instance of one party having a right to appeal which is denied to the other. The case was one of an application under the Law of Property Act, 1925, s. 84, for the discharge or modification of a restriction to which a freehold dwelling-house in the County of London was subject under a conveyance. The arbitrator, who was the "Authority" under that section, refused to make any order on the application, and the applicant thereupon appealed, the appeal being heard by CLAUSON, J., the judge appointed under Ord. LIV.D, r. 2. A preliminary objection was taken that there was no right of appeal against a dismissal of an application, there must be an order before there can be an appeal. It was objected for the applicant that this would have the result of limiting the right of appeal on such applications to one party. That the anomaly thus pointed out was only apparent was explained by CLAUSON, J., in his judgment. In deciding that the objection must be upheld, he pointed out that no rights had been disturbed: all that the authority had done was refuse to make an order disturbing anyone's rights. "If the Authority," he said (at p. 426) "interferes with legal rights, there is an appeal. . . . I can find nothing in the section to suggest that it is intended that, if the Authority with his knowledge and experience chooses to leave matters as they stand, there is to be a discretion in the court to take up the matter and interfere with the legal rights of the parties." The position then really is that neither party has a right of appeal because there is no order against which to appeal. Though s. 84 is thus acquitted of the charge of giving a one-sided right of appeal, it is permissible to wonder what would be the correct procedure in the unlikely event of a contumacious refusal on the part of the Authority to make an order. Under the Act as it stands there appears to be no remedy against such a position.

Stopping Cheques.

To the current number of the *Yale Law Journal* three members of the law faculty of Yale University contribute an exhaustive article on the subject of the countermanding of cheques, and judging by the large number of cases cited it would appear that such notices are fairly frequent in the United States and have raised many interesting problems for solution by the courts. While primarily appealing to our American *confrères*, the article may profitably be studied by English lawyers who are ever and anon called upon to advise in banking matters. In a series of crisp propositions the essentials of a sufficient countermand are set out, the material ones being, first, that the countermand must be consciously expressed by the customer or by his agent, and, secondly, that the order to stop payment must be communicated to the bank upon which the cheque has been drawn. It is upon this second point that the majority of the cases have been decided. In the case giving immediate rise to the discussion of the question: *Steiner* v. *Germanstown Trust Co.* [1931] 104 Pa. Sup. Ct. 38, the drawer of the cheque telephoned to the manager of one of the branches of the bank countermanding payment of two cheques; that manager telephoned to the teller at the chief office, where the customer kept his account, and that teller began to "relay" the communication to the various employees to whom the cheques might be presented, but oddly enough this failed to reach the teller to whom in fact the two cheques were actually presented,

and he being unaware of the countermand duly honoured the cheques. In an action by the customer against the bank for failing to act upon his notice of countermand the court held the bank not liable. As was said, the notice must be brought to the attention of the proper person, that is, the person whose function it was to deal with such matters, and in this instance this was not done. The decision seems a little hard but it appears to fall into line with the decision of the Court of Appeal in *Curtice* v. *London City and Midland Bank* [1908] 1 K.B. 293, where a telegram countermanding payment of a cheque having been carelessly overlooked and the cheque paid, the bank was held not liable although, as was pointed out, it might be liable by reason of its negligence. In that case, it may be recalled, the court declined to lay it down as a matter of law that a bank must accept an unauthenticated telegram as sufficient authority for the serious step of refusing to pay a cheque. A different view has more recently been held in an American case cited by the learned authors of the article. In *Ozburn* v. *Corn Exchange National Bank of Chicago* [1917], 208 Ill. App. 155, the court said : " We are of opinion as a matter of law that the payment of a cheque may be countermanded by means of a telegraphic notice." Notwithstanding this view customers of English banks will be wise not to rely on a telegraphic countermand, but should give specific notice by letter so that no dubiety may arise in the minds of the bank officials. Some American banks, it seems, thoughtfully supply their customers with printed forms to be used in case they may desire to stop payment of cheques, the forms distinctly identifying the cheques by number, etc.

Police Reforms.

CLOSE on the heels of Lord TRENCHARD'S admirable report as Commissioner of the Metropolitan Police Force, comes the Government's " Memorandum on the Subject of Certain Changes in the Organisation and Administration of the Metropolitan Police " (Cmd. 4320, published 11th May). The Government's proposals follow on the lines indicated in Lord TRENCHARD'S report, and legislation on those lines is promised in the near future. Two reasons why a far more scientific and elaborate police force is necessary, the memorandum states, is that the methods of the criminal are continually growing more skilful, and also that the huge casualty list of the road requires more determined treatment than has hitherto been possible. For these purposes, and purposes such as these, it is proposed to broaden the basis of recruitment by selecting a number of young men by means of written examination or otherwise for appointment, after suitable training, to posts of the inspector grade. These men would be selected from those who have joined the Force as constables as well as from candidates from the secondary schools, the public schools and the Universities. The initial training of selected candidates is to be carried out in a police college, to be established for the purpose on the outskirts of London. The reduction of the number of higher posts available in the normal course of promotion to men who enter the Force as constables would be counteracted by a proposed increase in the number of higher posts, more particularly in the rank of chief inspector, as well as by a proposed requirement that senior officers, who have reached a certain age or have occupied their posts for more than a stated period of years should retire on pension. In view of the fact that there are at present in the Metropolitan Police Force about 8,000 constables, or nearly half the total number in this rank who have lost all prospect of promotion, it is suggested that a proportion of the Force shall be recruited on short service engagements for a period of ten years, and that at the end of that time they shall retire with a gratuity calculated on the basis of one month's pay for every completed year of service. It is intended to set up an Appointments Board at Scotland Yard whose duty it will be to keep in touch with possible employers, particularly with a view to providing the short service man with an incentive to earn the best possible recommendations on his retirement. The proposals seem both well reasoned and long awaited, and it is difficult to discover the basis of the somewhat limited criticism to which they have been subject. The memorandum will have been amply justified if it results in a more efficient and up-to-date police force.

Adulteration Prosecutions.

FROM time to time public attention is called to the methods of enforcement of the Adulteration Acts. A legal correspondent who is often concerned in these matters suggests that the time has come when the attention of Parliament should be called to the manner in which the practice varies in different parts of the country. It appears that in some towns—the metropolis in particular—the practice of taking proceedings under the Food and Drugs (Adulteration) Act has almost entirely given place to proceedings under the Merchandise Marks Act, the defendant being charged, not with adulteration, but with applying a " false trade description " to the article in question. It is open to question whether the Merchandise Marks Acts were intended to take the place of the Adulteration Acts, and the fact that this method is becoming common seems to be arousing a good deal of protest in trading circles. Another point complained of is that the penalties inflicted under the Adulteration Acts and under the Merchandise Marks Acts vary greatly in different parts of the country. In London, it is pointed out, the practice of Metropolitan stipendiary magistrates is to inflict very much heavier penalties and allow much heavier costs than obtain in the provinces. If these allegations be correct, it would seem that the matter is one which the Ministry of Health, as being the Government Department chiefly concerned, might conveniently look into, as it is obviously not in accordance with the intention of the Legislature that any statute or group of statutes should be administered on different lines in one part of the country from what obtain in another.

What's in a Name?

A NOTICE posted upon the lamp-posts in the only thoroughfare directly connecting Chancery-lane with Fetter-lane, stating that it is proposed to change its name from " Breams-buildings " to " Breams-lane," may at first sight appear of little moment even to those who are in the habit of walking with their heads sufficiently high in the air to enable them to read it. Upon reflection, however, a few of the more contemplative of habitués of the neighbourhood may feel disposed to wonder what influence has been brought to bear upon that august body, the L.C.C., whose duty it is to prescribe and regulate the nomenclature of our highways and byways, to induce it to propose a change at all, or, if a change were necessary, one so uninspired. As a street name " buildings " is no doubt unusual, but we venture to think none the worse for that and a not unpleasing variation from the common " road," " street " or " lane." Moreover, the name has been in use for nearly two generations, in fact ever since the creation of a way through what was previously the old burial ground of St. Dunstan's in the West. Prior to that the name appears to have been attached for at least half a century to a block of buildings having a frontage in Chancery-lane, and in all probability a part of the old Symond's Inn, which was not an Inn of Court or Chancery, but private tenements mostly let to law students, and of interest to the legal profession principally because the offices of the Masters in Chancery were formerly there. So far as this Journal is concerned, it can only speak as comparatively a new-comer to Breams-buildings, but there is no record of inconvenience having occurred as a result of our somewhat unusual address, and perhaps its alliterativeness is an aid to memory. We venture to hope that the L.C.C. will not, without strong reason, rob us of a name which has, to say the least of it, the tradition of years behind it and a not inconsiderable association with the legal profession.

Cestui Que Trust *versus* Lessee.

WHERE land subject to a trust has been leased by the trustee, what are the legal rights of the *cestui que trust vis-à-vis* the lessee? This was the question raised in the Divisional Court recently in *Schalet* v. *Nadler, Ltd.*, 49 T.L.R. 375. Before dealing with the facts of that case it should be pointed out that s. 141 (2) of the Law of Property Act, 1925, which repeals and re-enacts without substantial amendment s. 10 of the Conveyancing Act, 1881, provides that any rent reserved by a lease, " . . . shall be capable of being recovered, received, enforced and taken advantage of, by the person from time to time entitled, subject to the term, to the income of the whole or any part, as the case may require, of the land leased."

Commenting on s. 10 of the 1881 Act, Foa (" Landlord and Tenant," 6th ed., p. 495) says that that section, " entitles the *beneficial* owner to the benefit of the provisions in the lease whether the owner of the legal reversion or not." And Wolstenholme and Cherry (" Conveyancing Statutes," 12th ed., p. 474) say that s. 141 (2) of the 1925 Act " gives to the 'person entitled to the income,' that is, *the beneficial owner, as well as the legal reversioner*, " the right to recover, receive, enforce, and take advantage of rent, lessee's covenants and conditions." In support of this view the writers or editors of both works cite the decision in *Turner* v. *Walsh* [1909] 2 K.B. 484, and since the view which they have taken of that case was the foundation of the whole of the appellant's argument in *Schalet* v. *Nadler, Ltd.*, *supra*, the earlier case repays consideration.

The headnote to *Turner* v. *Walsh*, which accurately sets out the decision thereafter following, runs as follows: " The Conveyancing and Law of Property Act, 1881, s. 10, gives a right to a mortgagor entitled to possession or to receipt of the rents and profits of land subject to a lease, whose mortgagee has neither taken possession nor given notice of his intention to take possession, the right to sue the lessee for damages for breach of a covenant to repair contained in the lease."

Now, a legal decision is only an authority for what it actually decides. If the view taken by the editors of Foa and Wolstenholme and Cherry of *Turner* v. *Walsh* is to be upheld, one should be able to find in the report of that case at least some *obiter* to the effect that, by virtue of s. 10, *both* the mortgagor and the mortgagee were able to enforce a covenant to repair contained in the lease. On the contrary, no such opinion is expressed throughout the report. Farwell, L.J.'s, judgment, indeed, makes, one would have thought, the effect of s. 10 absolutely clear. " Who is entitled to the income of the mortgaged property? " the learned Lord Justice asks (at p. 494), and answers the question thus :—

" Where land is both demised and mortgaged, the answer depends on whether the mortgagee has taken possession or given notice of his intention to take possession of the mortgaged property or not: if he has done so, then he is entitled; if he has not, the mortgagor was always and is still so entitled, and he receives and retains such income for his own benefit, without any liability to account either at law or in equity."

No indication here, it will be noted, that in Farwell, L.J.'s, view both the mortgagor and the mortgagee might, by virtue of s. 10, be entitled, at the same time, to enforce the terms of the lease. Explaining the purpose served by that section, the learned lord justice adds (p. 494): " . . . Practical difficulties arose in procedure when the mortgagee did not take possession . . . If the mortgage preceded the leases, the tenants were estopped from disputing the lessor's title, and no difficulty arose; but if the leases preceded the mortgage the mortgagor was driven to obtain leave to use the mortgagee's name in order to sue on the lessee's covenants; "—because, he might have added, by the mortgage the reversion to the lease was regarded as having been assigned to the mortgagee—" he could obtain the rent by distraining as the mortgagee's bailiff, but he could not sue on the covenants . . . It is plain, therefore, that a construction of s. 10 that obviates these technical difficulties interferes with no rights, but merely simplifies procedure."

Nothing, it would seem, could be plainer than that. But the decision was attempted to be used in a curious way in *Schalet* v. *Nadler, Ltd.*, *supra*, with which we now proceed to deal. The facts were that one Joseph Nadler was the sole shareholder in, and a director of, the defendant company, which desired to become tenant of certain premises in Shaftesbury-avenue. But as the landlords objected to having a limited company as tenant, a lease was granted to Nadler, who at the same time executed a declaration of trust declaring that he held the premises in trust for the company absolutely, and that in the event of any sale or letting he would hold the net proceeds therefrom in trust for the company. He later granted an underlease of part of the premises to the plaintiff, who fell into arrear with his rent. A warrant of distress was issued on behalf of the defendant company, to whom it was stated that the rent was due, and a distress was levied in the company's name. In an action for illegal distress brought by the underlessee, His Honour the late Judge Turner held that the defendant company had no right to distrain, and gave judgment for the plaintiff for £35.

Before the Divisional Court (Acton and Goddard, JJ.) it was argued for the appellant company that, by virtue of s. 141 (2) of the Law of Property Act, 1925, the company, as *cestui que trust*, was a person entitled to recover, receive or enforce the rent of the premises, and that consequently the distress was valid. This argument was rejected on two grounds.

In the first place, said Goddard, J., s. 141 (2) did not confer upon a *cestui que trust* the right of enforcing the terms of a lease at all, and *Turner* v. *Walsh* lent no support to the contrary view. " We think," said the learned judge, delivering the judgment of the court, " s. 141 (2) means that a person, entitled to the rent, *to the exclusion of all others*, can recover it, although, but for the sub-section, he would not have been able to sue in his own name, but would have been obliged to use the name of the person in whom the legal estate is vested. It is a sub-section dealing only with procedure." *Turner* v. *Walsh* did *not* decide that both mortgagor and mortgagee are entitled to sue for or otherwise enforce the payment of rent, nor did it afford any support for the proposition that a *cestui que trust* can sue or distrain.

And, in the second place, " The right of the *cestui que trust*, whose trustee has demised property subject to the trust, is not to the rent, but to an account from the trustee of the profits received from the demise . . . The *cestui que trust* has no right to demand that the actual bank-notes received by the trustee shall be handed over to him or that a cheque for rent drawn to the trustee should be indorsed over; what he can require is that the trustee shall account to him, after taking credit for any outgoings or other payments properly chargeable, for the profits received from the trust property."

It will thus be seen that the answer to the question asked at the outset of this article is that the *cestui que trust* has no direct remedy against the lessee of trust property, and that s. 141 (2) of the Law of Property Act has effected no alteration in this respect.

THE PRINCESS ELIZABETH OF YORK HOSPITAL FOR CHILDREN.

Sir H. Percy Shepherd, C.C., with the approval of his co-trustees, has been able to obtain from his late father's estate a grant of £1,000 for The Princess Elizabeth of York Hospital for Children, Shadwell, E.1. This hospital, which was formerly known as The East London Hospital for Children, has, since it was founded in 1868, treated over 1,400,000 poor children whose homes are in the East End of London.

Further donations towards this much-needed Hospital will be gratefully received by the Secretary.

Liability of Air-Carriers.

THE actual decision in *Aslan* v. *Imperial Airways, Ltd.* (77 SOL. J. 337), which was referred to in our issue of 22nd April last, may well prove to be of little more than academic interest; for on 15th May the Carriage by Air Act, 1932, came into force, which provides that in future all contracts of carriage by air, where the carriage is of an international character, are to be governed by the rules of the International Convention on Carriage by Air signed at Warsaw in 1929. The facts of the case, however, will remain of particular interest; for they are such as would, if the case had had to be considered in the light of the Convention, have raised in an acute form an extremely difficult point of interpretation arising out of the rules of the Convention.

The plaintiff was suing in respect of the loss of a consignment of bullion, which was said to have been lost from one of the defendants' machines. For the purposes of the case it was admitted that the machine was not fitted with a proper bullion compartment such as would be reasonably fit to resist thieves. The questions which the court was invited to consider were (1) whether a warranty of airworthiness was to be implied against the owners of an aircraft similar to the warranty of seaworthiness implied at common law against the owners of a ship; (2) if so, whether the failure to provide a proper bullion compartment amounted to a breach of such implied warranty; and (3) whether by the terms of the consignment note, under which the bullion was being carried, the defendants were protected from liability.

Had the Convention been applicable in this case, none of the above questions would have arisen, but the liability of the defendants would have had to be determined solely by reference to the rules of the Convention. It is conceived that the following would have been the material provisions of the Convention :—

> Article 18 (1).—The carrier is liable for damage sustained in the event of the destruction or loss of, or damage to, any registered luggage or any goods, if the occurrence which caused the damage so sustained took place during the carriage by air.
>
> Article 20 (1).—The carrier is not liable if he proves that he and his agents have taken all necessary measures to avoid the damage or that it was impossible for him or them to take such measures.

It cannot be said that these provisions of the Convention have been drafted with that freedom from ambiguity which is desirable in an international document intended to be interpreted uniformly by the courts of all the contracting states. What is meant by the expression " all necessary measures " ? Is the standard of proof required of the carrier an absolute one—namely, that absolutely all necessary measures have been taken to avoid the damage ? Or does he comply with the Convention by showing that he took all reasonably necessary measures ? In other words, must he merely prove that he exercised due diligence, as the shipowner is required to prove under the Carriage of Goods by Sea Act, 1924 ?

Had it been necessary to consider this question in *Aslan* v. *Imperial Airways, Ltd.*, it seems not unlikely that the findings of the court would have been somewhat as follows : (1) Where bullion is to be carried, the provision of a proper bullion compartment is a necessary measure to assure its safe carriage; (2) there is no inherent impossibility in fitting an aircraft with a proper bullion room; but (3) having regard to the limited space available, and the necessity for avoiding undue weight, an aircraft cannot reasonably be expected to be equipped with a proper bullion room. On such findings would the carrier, under the Convention, escape liability for loss of the bullion ? It is clear that Article 20 of the Convention casts the onus of proof on him; it is equally clear that this Article, being for his benefit, must be construed strictly against him. If it is so construed, it is difficult to see how the carrier could escape. Yet such a result could not be other than surprising, seeing that it would amount to no less than imposing a liability on a man found by the court to have acted reasonably.

Recovery of Costs in respect of Fees Paid to Counsel.

RECENTLY the Divisional Court (Acton and Finlay, JJ.) dismissed an appeal from Master Ball in the course of which two points of interest were raised. The plaintiff, a solicitor, had sued the defendant for the amount of a fee which he had paid to counsel briefed on the defendant's behalf. The defence was two-fold : (1) that a properly signed bill of costs had not been delivered prior to action; (2) that the fee, the amount of which was sued for, was not legally recoverable by the counsel to whom it was paid, and that thus the solicitor could not claim to be reimbursed by his client on paying the said fee contrary to his client's wishes. Master Ball had decided that, in the circumstances of the case, the solicitor was entitled to recover the counsel's fee in question from his client, and the Divisional Court upheld him. It is not necessary to refer further to the particular facts in this case, but it may be useful to consider generally the two points raised in it.

Section 65 of the Solicitors Act, 1932 (22 & 23 Geo. V, c. 37) deals with the necessary preliminaries to the recovery of a solicitor's costs. By sub-s. (1) :—

> " Subject to the provisions of this Act, no action shall be brought to recover any costs due to a solicitor until one month after a bill thereof has been delivered in accordance with the requirements of this section :
>
> " Provided that if there is probable cause for believing that the party chargeable with the costs is about to quit England, or to become a bankrupt, or to compound with his creditors, or to do any act which would tend to prevent or delay the solicitor obtaining payment, the High Court may, notwithstanding that one month has not expired from the delivery of the bill, order that the solicitor be at liberty to commence an action to recover his costs and may order these costs to be taxed.
>
> " (2) The said requirements are as follows :—
>
> " (i) The bill must be signed by the solicitor, or, if the costs are due to a firm, one of the partners of that firm, either in his own name or in the name of the firm, or be enclosed in, or accompanied by, a letter which is so signed and refers to the bill, and
>
> " (ii) The bill must be delivered to the party to be charged therewith, either personally or by being sent to him by post to, or left for him at, his place of business, dwelling-house or last known place of abode ;
>
> and where a bill is proved to have been delivered in compliance with these requirements, it shall not be necessary in the first instance for the solicitor to prove the contents of the bill, and it shall be presumed, until the contrary is shown, to be a bill *bonâ fide* complying with this Act."

The Annual Practice (see especially R.S.C. Orders LXV) deals with the details necessary in such a bill. It may be said that no particular heading is requisite : *M'Lean* v. *Weaver*, 40 T.L.R. 663. Nor can the bill be successfully objected to on the ground that it affords insufficient information if the person chargeable himself possesses adequate information as regards the particular item : *Cook* v. *Gillard*, 1 E. & B. 26.

As to the second point, the leading case is *Read* v. *Anderson* (1884), 13 Q.B.D. 779. Here an agent was employed to make a bet. The bet was lost and, before the agent paid, his authority to do so was revoked by his principal. Despite this revocation, the agent subsequently paid the bet and claimed to be indemnified by the principal. Hawkins, J., decided in his favour in the court below, and the Court of Appeal (Bowen and Fry, L.JJ., Brett, M.R., dissenting) upheld him. The principle enunciated was that where there is " a contract of employment between the principal and the agent which expressly or impliedly regulates the relation, and if, as part of this contract, the principal has expressly or impliedly

bargained not to revoke the authority and to indemnify the agent for acting in the ordinary course of his trade or business, he cannot be allowed to break his contract." In this case it was admitted that the person to whom the bet was paid could not have enforced payment of it by legal process. But Tattersall's would have excluded the agent from the place where he transacted his business if he did not pay. It was thus necessary for him to pay the bet " in the ordinary course of his business," and he was adjudged entitled to indemnity by his principal for so having done.

Read v. *Anderson* was followed in *Seymour* v. *Bridge* (1885), 14 Q.B.D. 460, where the defendant employed the plaintiff to buy certain bank shares for him. The plaintiff did this, but omitted to see that the jobber from whom he purchased specified the numbers of the shares in the contract as required by Leeman's Act (30 & 31 Vict., c. 29). This omission rendered the contract in question unenforceable, i.e., the plaintiff could not have been made to complete by the jobber from whom he had bought the said shares. As the practice of the Stock Exchange, to which the plaintiff belonged, was to disregard Leeman's Act, and to require its members to fulfil the contracts into which they entered, whether such complied with the Act or not, the plaintiff completed the contract despite its legal unenforceability and paid for the shares in question. It was decided that he could recover the amount paid for them from the defendant, on the principle mentioned *supra*.

It is to be noted that in both these cases the money paid in carrying out the principal's instruction was paid for a purpose not prohibited by law. It was on a contract either simply unenforceable or null and void. The position would, of course, be different if an agent were to knowingly pay money for a tortious or criminal purpose.

The Gaming Act, 1892, has, so far as the case of an employer and an agent for betting purposes is concerned, destroyed the effect of *Read* v. *Anderson*, *supra*. But the principle upon which it was decided still applies to cases other than gambling contracts. The Council of The Law Society has expressed itself to the effect that solicitors are, in accordance with the etiquette of the profession, personally liable for the payment of the fees of barristers briefed by them, whether or not they have received from their clients the money to pay such. The solicitor in the recent case considered that, although he was under no legal obligation to pay counsel, he was morally obliged to do so, and that a failure to do so would be detrimental to his professional reputation. The Divisional Court, in dismissing the appeal from Master Ball, held that in the circumstances the solicitor was entitled to pay counsel's fee and then to recover the amount of it from his client, on the principle of *Read* v. *Anderson*.

Company Law and Practice.

CLXXXII.

CUMULATIVE OR NON-CUMULATIVE PREFERENCE SHARES.

At the present day it is probably true to say that, on balance, the vast majority of shares which are entitled to a preferential dividend are entitled to that dividend as a cumulative dividend. What exactly does this mean ? To get back to first principles, it must first of all be remembered that no dividend can be paid out of capital, or to put the proposition in another, and perhaps to the academically minded not quite so satisfactory, way, dividends can only be paid out of profits. It follows then that, if at the close of any financial year of a company, there are not sufficient profits available for distribution to pay the dividends on any preference shares of the company, the holders of those shares must go short. If in any year such holders do go short of their dividends or part of them, are they entitled to have the amounts they are short of paid to them out of the profits of the succeeding years before the shares ranking behind them get a dividend ? If the answer is yes, the shares carry a cumulative dividend, if the answer is no, the dividend is non-cumulative.

There can be little doubt as to which is the better type of share from the point of view of the holder, and, though it might seem to be not a difficult thing to express one's meaning in the article or resolution setting out the rights of the preference shareholders, questions have more than once arisen, and had to be determined by litigation, as to whether or not a particular dividend was cumulative. As a general principle it may be said that a preference dividend is cumulative unless there is ample wording to show that it is not : at least one individual feels considerable doubt as to whether that is really the fair construction to put upon words used in connection with dividends which have a preference, but it is certainly too late now to dispute the principle, just as it is too late to entertain the view that it is not the intention, where the memorandum and articles of a company are silent on the point, that shares which have a preference as to dividends and capital are to be entitled to share equally with the ordinary shares in the event of a surplus.

What are the authorities on the point ? First of all there are the two railway cases, *Henry* v. *Great Northern Railway Co.*, 1 De G. & J. 606, and *Matthews* v. *Great Northern Railway Co.*, 28 L.J., Ch. 375, the first of which may serve as a reminder to those who take a pessimistic view of the present day standard of morality in the business world that this brave new world is not the inventor of, and has no monopoly in, swindling on a large scale. However, that is merely by the way, and it is *Henry's Case*, *supra*, which is usually taken as the *fons et origo* of the general principle ; but it may be observed that the wording there considered was " interest or preference dividend at the rate of £5 per cent. per annum in perpetuity," and Turner, L.J.'s, reason for his decision seems to have been largely that the wording connoted interest which, after all, one does not expect to be of an irregular or fluctuating amount, and of which it might therefore be said that, subject to the limitation imposed by the nature of the case, namely, that it could not be paid out of capital, it should be kept down as far as possible.

From these early cases one may profitably turn to *Webb* v. *Earle*, 20 Eq. 557, where the shares were merely stated to be preference shares, without any addition indicating that they were to be cumulative. The resolution increasing the capital is of some interest to the historian, in that it provides that the shares should be preference shares, " with or without a power of redemption on terms to be arranged," an extraordinary instance of prophetic powers in that, had any of the shares by which the capital was then increased not been issued until after the 30th October, 1929, they might have been issued as redeemable.

Sir George Jessel, M.R., in his judgment, at p. 561, says (and this contains the kernel of the matter) " there is nothing to prevent them (the preference shareholders) going to the profits of a subsequent period when they are sufficient to make it up." This, then, is Sir George Jessel's view that, in order to make a share non-cumulative, there must be something to prevent it being cumulative. This does not go so far as the view expressed in " Palmer," 14th ed., Vol. I, p. 761 : " Where the dividend is to be non-cumulative, the clause must either be so framed that there is no room to contend that it is cumulative . . . or it may be expressly provided that there shall be no right in case of deficiency to resort to subsequent profits."

This last quoted statement is very wide, and goes further than the cases seem to warrant. In *Staples* v. *Eastman Photographic Materials Co.* [1896] 2 Ch. 303, there certainly seems to have been room to contend that the dividend was cumulative—at any rate Chitty, J., was so persuaded—but the Court of Appeal held that it was non-cumulative. The wording

that had there to be construed was certainly not entirely clear: "the holders of preference shares shall be entitled out of the net profits of each year to a preference dividend at the rate of £10 per cent. per annum on the amount for the time being paid or deemed to be paid up thereon," and the learned editor of "Palmer" suggests that this case is not easy to reconcile with *Matthews' Case*. It would certainly have been plainer if the words "for that year" or something similar had been introduced, but in *Adair* v. *Old Bushmills Distillery Co.* [1908] W.N. 24, Parker, J., as he then was, took a somewhat similar line to that taken in *Staples' Case*.

The articles in *Adair's Case* were again not entirely plain: an early article dealing with the dividend rights was purely non-committal, saying that the holders of the preference shares should be entitled to receive out of the profits a preferential dividend at the rate of 5 per cent. per annum, and, as the learned judge pointed out, if that had stood alone, it might have been well said that the dividend was cumulative. But it did not stand alone, a subsequent article providing that the yearly profits of the company should be applied first in payment of a dividend at the rate of 5 per cent. per annum upon the amount paid on the original preference shares and subject thereto should be distributed as dividends among the holders of the ordinary shares in proportion to the amount paid up on the shares held by them respectively. It is most unfortunate that the judgment of the learned judge is not more fully reported, particularly as there appears to be a misprint in the report. This latter article, however, the learned judge says, "contemplated a yearly division of profits, and at the end of each year they had to be divided between the preference and ordinary shareholders. If that was strictly carried out, it was impossible to treat the preference dividend as preferential and it must be so declared." The word "preferential" where last used in that passage must be read as "cumulative" for that is what the action was brought to decide. In the absence of a fuller report it is impossible to say anything on this decision, except that it shows a certain tendency towards non-cumulativeness, if I may use the expression.

Pace "Palmer," the expression "non-cumulative preferential dividend" is quite frequently used to express the fact that the dividend in question is to be non-cumulative: it is not entirely happy, for, as is pointed out, it refers to no specific time, but in practice it does not usually give rise to any serious difficulty.

(*To be continued.*)

A Conveyancer's Diary.

A CASE of some importance upon s. 84 of the L.P.A., 1925, is *Re Lancaster Gate, Paddington* [1933] 1 Ch. 419.

Dismissal of Applications to Discharge Restrictive Covenants.—Right to Appeal.

It will be remembered that the section is that which provides for applications for the discharge or modification of restrictive covenants affecting freehold land.

Sub-section (1) enacts:—

> "The authority hereinafter defined shall (without prejudice to any concurrent jurisdiction of the court) have power from time to time, on the application of any person interested in any freehold land affected by any restriction arising under covenant or otherwise as to the user thereof or any building thereon, by order wholly or partially to discharge or modify any such restriction (subject or not to the payment by the applicant of compensation to any person suffering loss in consequence of the order) on being satisfied—"

Then follow three alternative requirements, that is, matters upon one of which the authority must be satisfied. These may be stated shortly to be (*a*) that by reason of changes in the neighbourhood or other circumstances the restriction ought to be deemed obsolete or that the continued existence of the restriction would impede the reasonable user of the land without securing practical benefits to other persons; or (*b*) that the persons entitled to the benefit of the restriction have agreed, either expressly or by implication, by their acts or omissions to the same being discharged or modified; or (*c*) that the proposed discharge or modification will not injure the persons entitled to the benefit of the restriction. There is a proviso which I need not refer to here.

Sub-section (2) confers on the court power "on the application of any person interested" (*a*) to declare whether or not in any particular case any freehold land is affected by a restriction imposed by any instrument; or (*b*) to declare what, upon the true construction of any instrument purporting to impose a restriction, is the nature and extent of the restriction thereby imposed and whether the same is enforceable, and, if so, by whom.

Sub-section (3) makes provision for inquiries by the authority and the giving of notices.

Sub-section (4) enables rules to be made by the Reference Committee mentioned in the section.

Sub-section (5) is important for the present purpose:—

> "Any order made under this section shall be binding on all persons, whether ascertained or of full age or capacity or not, then entitled or thereafter capable of becoming entitled to the benefit of any restriction which is thereby discharged, modified, or dealt with, and whether such persons are parties to the proceedings or have been served with notice or not, but any order made by the authority shall, in accordance with rules of court, be subject to appeal to the court."

I do not think that I need mention the remaining sub-sections except sub-s. (10), which enacts that "the authority" means one of the official arbitrators appointed for the purpose of the Acquisition of Land (Assessment of Compensation) Act. 1919, as may be selected by the Reference Committee under that Act.

In *Re Lancaster Gate* the facts were that a house, No. 108, Lancaster Gate, was subject to a restrictive covenant that the premises should be used as a private dwelling-house only. The present owners applied under s. 84 that the restriction might be modified to the extent of permitting the house to be used as (1) a private dwelling-house, or (2) a private hotel or (3) residential flats, or (4) as a social club. The application was opposed by a person who was entitled or claimed to be entitled to the benefit of the restrictive covenant.

After an inquiry, the official arbitrator made the following order:—

> "I being the official arbitrator selected by the Reference Committee to hear and determine the above application having heard the same order that the application be, and the same is hereby, dismissed."

From that order the applicant appealed.

The preliminary objection was taken that there was no appeal against an order dismissing the application, the only appeal contemplated by the section being one against an order discharging or modifying a restriction.

Clauson, J., upheld the objection, and decided that the appeal would not lie.

The question, of course, turned upon the construction which ought to be put upon sub-s. (5), which I have quoted verbatim.

His lordship, in the course of his judgment, said: "Is the order which Mr. Webster" (the official arbitrator) "made in this case 'that the application be and the same is hereby dismissed' an order by the authority within sub-s. (5)? Some light is thrown upon sub-s. (5) by sub-s. (1), which shows that the order made by the authority which is referred to in sub-s. (5) must be an order wholly or partially discharging or modifying a restriction. The order made by Mr. Webster does not wholly or partially discharge or modify any restriction. The truth is, I venture to think, that, although in form (and the form is convenient and desirable in order that there should be no misunderstanding) Mr. Webster has made an order,

what he has really done is to say 'I do not think fit to make any order.' In my view, on the construction of the section, there is no right of appeal against a refusal to make an order; there is only a right to appeal against such an order as the authority makes."

Pausing there, I may say that although perhaps upon the strict wording of sub-s. (5) it may be that no provision is made for an appeal from an order dismissing an application, I doubt whether that is the true construction of the sub-section. The expression used is "but any order made by the authority shall, in accordance with the rules of court, be subject to an appeal to the court." The learned judge must at any rate have read "any order" as "any such order," which seems to me hardly to be justified when it is borne in mind that under the rules of court an appeal lies as well against an order dismissing an application as against one granting it, and I do not see why "any order" should be read as meaning any order modifying or discharging a restriction.

If an application to the court made under sub-s. (2) were dismissed, the Court stating that it "did not think fit to make any order," there would surely be an appeal, and it seems strange so to construe sub-s. (5) as to deprive an applicant of the right to appeal against a dismissal of his application in the absence of very clear words to that effect, and that is especially so now as under the Administration of Justice Act, 1932, s. 6, the authority has power to award costs.

The learned judge said that there were certain considerations which pointed to the construction which he adopted being the right one.

His lordship said :—

> "First, it is clear, from the provisions relating to the selection of the gentleman who is to constitute the authority that the tribunal set up is intended to have a personal and expert knowledge of the various matters material in dealing with such a problem as is set. Then the power is framed in terms which show that the authority's right to interfere with restrictions is, in a wide sense, discretionary. If the authority does not think fit to make an order, no one's rights are interfered with, everyone is left as he was before. The authority has not interfered. On the other hand, if the authority does make an order discharging or modifying restrictions, it is obvious that a serious inroad has been made upon the normal rights of those who are entitled to enforce the restrictions. One would expect that, if the authority discharges or modifies restrictions, some right of appeal should be reserved, so that the court should have as the last resort a control over the action of the authority in derogating from the normal legal rights of those concerned in the matter."

I confess that this does not convince me as being any support to the decision at which the learned judge arrived.

No doubt the authority must be a person having certain qualifications, but it can hardly be said that the court is not qualified to judge of such a matter. The court has to decide far more difficult and technical matters than are involved in an application under this section.

It must also be borne in mind that the whole purpose of the section is to provide a method whereby vexatious restrictions which are obsolete or have become by change of circumstances unreasonable or unduly hamper the user of the land affected, may be discharged or modified, and an applicant has a right to expect that if he establishes a case for discharge or modification, on the grounds mentioned in the section, his application will be granted. If the authority should be wrong in dismissing an application, he is depriving the application of the right conferred by the section. It is true that the authority has a wide discretion, but he is exercising it no less in dismissing an application than in ordering a discharge or modification, and if there is an appeal in the one case there should be in the other.

If the decision of Clauson, J., be right (which I venture to think it is not), the Act ought to be amended.

Landlord and Tenant Notebook.

Prepayment of Rent.

THERE is, strictly speaking, no such thing as prepayment of rent. A tenant who acts in defiance of this proposition runs the risk of having to pay the same sum or sums twice over. Moreover, an examination of certain authorities leads us to the sad conclusion that the more benevolent the motives which prompt the tenant to pay in advance the less fortunate will be the results.

It was laid down as long ago as 1578, in *Lord Cromwel* v. *Andrews*, Cro. Eliz. 15, that prepayment and acquittance will not save a forfeiture if, when the rent falls due, the lessor duly demands it, the payment before the day being merely a "sum in gross." Subsequent authorities, which I cite below, show that that decision is not likely to be followed to-day, if the lessor who receives the prepayment be identical with the lessor attempting to re-enter; but the danger is that the reversion may be assigned in between the two dates, and that the tenant may have no answer to the demand of the new landlord.

It was at one time thought that 4 Anne, c. 16, s. 10, by which no tenant was to be prejudiced or damaged by payment of rent to any grantor or conusor, or by breach of any condition for non-payment of rent before notice should be given to him of such grant by the conusee or grantee (now re-enacted in more modern language by L.P.A., 1925, s. 151 (1)), altered the position; but this suggestion ignores the proposition stated in my opening sentence, as was demonstrated in *De Nichols* v. *Saunders* (1870), L.R. 5 C.P. 589. The facts of that case were that a third party had granted a fifty-five-year term to the plaintiff and shortly afterwards mortgaged his interest to the defendants. No notice of the latter transaction was given to the plaintiff, who for some three years afterwards paid his rent, on the usual quarter days, to the plaintiff. Then on 12th March, 1868, the mortgagor asked the plaintiff to be good enough to advance him two quarters' rent; the plaintiff obliged; on 24th March the defendant's solicitor wrote demanding that rent should be paid to the defendant; and the mortgagor was adjudicated bankrupt next day—quarter-day. The plaintiff resisted the demand, and in June the defendants distrained. The plaintiff sued for illegal distress, relying on the statute of Anne; but the short answer was that the payment he had made was not a payment of rent. It was an advance to the landlord with an agreement that when rent fell due the payment should be treated as a fulfilment of the obligation to pay rent; but the landlord, having assigned the reversion, could not give a discharge.

The statute does, however, have the effect that the assignee cannot recover rent accrued due before he gives notice to the tenant of the assignment. In *Cook* v. *Guerra* (1872), L.R. 7 C.P. 133, an action for rent by a mortgagee, the defendant, whose rent was £55 a year, had kindly advanced £170 to the original grantor soon after the grant, which was made in 1864. The mortgage transaction took place in 1865, but not till 1st November, 1866, did the defendant receive (what was ultimately construed as) notice of it. Action was brought for 2½ years' rent till Christmas, 1867, but it was held that the plaintiff was entitled only to rent accruing due after the notice; what fell due previously was satisfied by the advance made.

Now for a case in which a more businesslike tenant succeeded in escaping having to pay twice over. The defendant in *Green* v. *Rheinberg* (1911), 104 L.T. 149; C.A., had taken possession of premises under an agreement for a lease for four years, and from year to year afterwards, at an annual rent of £75. Shortly afterwards a transaction took place between him and his landlord, by which he paid £219 10s., and the landlord acknowledged that sum as paid in full settlement of four years' rent, agreed to do some repairs, to grant an option to continue as yearly tenant at £70, and an option to purchase the freehold for £800. And soon after that the

landlord mortgaged the freehold to secure £700, the mortgagee inspecting the counterpart of the agreement for a lease, but making no further enquiries; next year the plaintiff was appointed receiver, sued for £4 18s. 6d. rent in the county court, succeeded there, but lost in the Divisional Court. The Court of Appeal upheld the Divisional Court on two grounds: (1) That an assignee has constructive notice of the occupier's rights (*Hunt* v. *Luck* [1902] 1 Ch. 428; C.A.), and *De Nichols* v. *Saunders* had been decided before the Judicature Act; (2) the agreement in that case would not support a plea of payment, in this case it would.

The two grounds are not alternative grounds; it is not suggested that if the Court of Common Pleas had been able to apply equity, the decision in *De Nichols* v. *Saunders* would have been otherwise. But the facts of *Green* v. *Rheinberg*, as alluded to in the second ground, point to a possibility of raising, in similar cases, a plea that the lease or tenancy relied upon has been surrendered by operation of law, and a new one granted. In neither *De Nichols* v. *Saunders* nor *Cook* v. *Guerra* was this plea raised. (See the cases cited in "Varying the Rent," vol. 76, p. 141.) At all events, any compassionate tenant who thinks of assisting his financially embarrassed landlord by advancing rent would do well to carry out the transaction by means of an express surrender and re-grant.

Our County Court Letter.

RETURN OF PRESENTS AFTER BROKEN ENGAGEMENT.

The above subject was recently considered at Walsall County Court in *Jones* v. *Morgan*, in which the claim was for (*a*) the return of an engagement ring, a mirror, a gramophone and articles of furniture, or, alternatively, £13 2s. as their value; (*b*) the sum of £2 as damages for detention. The plaintiff's case was that (1) after an engagement lasting four years, he began to play football, whereupon the defendant broke off the engagement; (2) the articles were bought with his money, except a carving knife, which was obtained through his cigarette coupons. The defendant's case was that (*a*) she paid half the cost of some of the articles, and the kettle was a present from a friend; (*b*) the plaintiff's temper was the cause of the broken engagement. His Honour Judge Tebbs observed that, although a girl might keep rings and presents (if the man broke the engagement) it did not follow that she could also keep articles of furniture, bought with his money. These were not presents, but articles of which the girl was custodian for the time being, and in this category there were a toilet set, a clock and the carving knife. The evidence was that the plaintiff had had great difficulty in obtaining the defendant's signature to a withdrawal form (relating to £43 of his money in the Post Office Savings Bank in her name), and her version was only accepted with regard to the kettle. Judgment was therefore given for the return of the other goods (within fourteen days) with costs to the plaintiff—no damages being awarded. Compare the judgment of Mr. Justice McCardie in *Cohen* v. *Sellars* (1926), 70 Sol. J. 505, and the leading articles on "Gifts in Contemplation of Marriage," in our issues of the 27th March and 3rd April, 1926 (70 Sol. J. 496 and 517).

SHOP MANAGERS AND WORKMEN'S COMPENSATION.

In the recent case of *Pearce* v. *Perks Dairies Limited*, at Warwick County Court, the applicant's case was that (1) on the 6th December, 1926, while cutting bacon with a mechanical slicer, he had cut the ring finger of his left hand, (2) although the finger was amputated, compensation was only paid until the 18th December, (3) he then returned to work, and remained until September, 1932, when he was dismissed, (4) he had since been unable to obtain work as a grocer's manager, owing to the loss of the finger. Corroborative evidence (on the last point) was given by representatives of two firms of provision merchants, and the medical evidence was that the grip was affected, whereby the applicant was handicapped in manual labour. The respondents' case was that (*a*) the applicant had refused a gratuitous offer of £15 15s., as he had claimed £1,000, (*b*) having failed to obtain compensation, he had neglected the business and was insubordinate to the respondents' inspectors, (*c*) his dismissal was due to the failure of his branch to make progress. The respondents' medical evidence was that (1) although the applicant flinched (in an exaggerated manner) when his finger was touched, he could stand firm pressure when his attention was distracted, (2) his injury did not affect him in the labour market. His Honour Judge Drucquer held that the applicant (having a grievance) had made an unnecessary show of his hand, and had not applied for employment in the right manner. Judgment was, therefore, given for the respondents, subject to the hope that they would find work for the applicant as an assistant.

CONVERSION OF GOODS ON HIRE-PURCHASE.

In *Smart Bros., Ltd.* v. *Williamson*, recently heard at Nottingham County Court, the claim was for delivery up of a sideboard, or (alternatively) £6 for its wrongful detention. The plaintiffs' case was that (1) they had sold the sideboard for £9 to one Allwood on a hire-purchase agreement, (2) the defendant, a second-hand furniture dealer (having purported to buy the sideboard) now had it in his possession. Corroborative evidence was given by Allwood's son, who was warned that he need not answer incriminating questions. The defence was that the sideboard was not the property of the plaintiffs, but was another one—bought elsewhere. His Honour Judge Hildyard, K.C., was satisfied as to the identity of the sideboard, but not as to its value—although £9 was inserted in the agreement. In view of the depreciation on a change of ownership (insufficient time having elapsed for the sideboard to have become an antique) judgment was given for the plaintiffs for £4 and costs. Compare the note on "Auctioneers' Liability for Conversion," in the "County Court Letter" in our issue of the 24th December, 1932 (76 Sol. J. 900).

Reviews.

Sports and the Courts. By Lex. 1933. Crown 8vo. pp. 115. London: Herbert Jenkins, Limited. 2s. 6d. net.

This is a book containing a hundred questions and answers on legal points relating to sporting rights, game and trespassing. Most of these have appeared as queries in the pages of "Game and Gun" and the "Anglers' Monthly," and although it would appear possible to suggest modifications and expansion of many of the answers given, the little book as a whole will undoubtedly be useful for all concerned in the subject with which it deals.

A Guide to the Inspection of Deeds. By A. Lawson Fearnley. 1933. Crown 8vo. pp. x and (with Index) 158. London: Sir Isaac Pitman & Sons, Limited. 5s. net.

This work was originally intended for auditors and inspectors of deeds and the subject is more than covered from their point of view inasmuch as the author allows himself to be diverted from time to time into matters which are more material to the subject of investigation of title. That, however, is rather an advantage than otherwise, as it makes the book of more value to junior members of the legal profession intent upon becoming expert in conveyancing. The volume commences with a useful introduction in regard to contracts relating to property generally, and there are chapters on abstract of title, freeholds, leaseholds, mortgages and also upon the various phases of procedure necessary in order to deal with deeds relating to property. We think the volume carries out in a very practical form the object the author had in view in writing it.

The Law of Procedure. Fourth Edition. 1933. By W. Nembhard Hibbert, LL.D. (Lond.), of the Middle Temple, Barrister-at-law. Demy 8vo. pp. xv and (with Index) 127. London: Sir Isaac Pitman & Sons, Limited. 7s. 6d. net.

This is a handbook for students and practitioners, but primarily for the former, and the fact that it has reached a fourth edition combined with the well-known experience of its author as a legal "coach" will ensure for it, we doubt not, an ample demand. The work has been brought up to date, and it deals in succinct and convenient form with the jurisdiction of the courts, the procedure in the King's Bench and Chancery Divisions, pleadings and interlocutory practice, and the various steps which are necessary in carrying a case to trial. Appeals, new trials and execution are dealt with, and there is a short new chapter devoted to the "New Procedure," about which so much is being said nowadays.

Specific Performance Practice. By John J. Wontner. 1933. Demy 8vo. pp. xiii and (with Index) 90. London: Sir Isaac Pitman & Sons, Limited. 7s. 6d. net.

This book deals with a subject about which there is ample need for a volume such as lies before us. The standard work on this subject, of course, is that which proceeded from the pen of the late Lord Justice Fry. The last edition of that was issued some twelve years ago, and since that time the new summary procedure under Ord. 14A has come into being, and recent Acts relating to the Law of Property have also had considerable effect upon actions for specific performance. Consequently, this book meets the need which has long been felt for a simple work in practice for those concerned in the enforcement of contracts, and we are bound to say that the author has carried out his work in concise and attractive form. There is a sufficient list of cases and the appendices of supreme court fees are a useful addition to the subject-matter of the text which covers the whole subject of specific performance practice without undue prolixity.

Books Received.

Leading Cases in a Nutshell. By Stewart Fay, B.A., of the Inner Temple, Barrister-at-Law. 1933. Demy 8vo. pp. viii and (with Index) 152. London: Sweet & Maxwell, Ltd. 4s. 6d. net.

A Handbook of Procedure. By J. A. Balfour, of the Middle Temple and the South-Eastern Circuit, Barrister-at-law. 1933. Demy 8vo. pp. xvi and 151. London: Stevens and Sons, Limited. 7s. 6d. net.

The Law Relating to the Blind. By Philip F. Skottowe, LL.B., of the Middle Temple, Barrister-at-law. 1933. Crown 8vo. pp. xxiv and (with Index) 171. London: Butterworth & Co. (Publishers) Limited. 7s. 6d. net.

Obituary.

Mr. E. DIGBY GATES.

Mr. Ernest Digby Gates, solicitor, a member of the firm of Messrs. Gates, McCully & Buckwell, of Brighton, died at his home at Shoreham, Sussex, on Sunday, 14th May, at the age of fifty-three. Mr. Digby Gates, who was admitted a solicitor in 1903, held the office of Solicitor to the Shoreham Urban Council. He was an active sportsman in his younger years, and played football for his county.

Mr. P. H. JORDAN.

Mr. Percy Holker Jordan, solicitor, until a few years ago a partner in the firm of Messrs. Boddington, Jordan & Bowden, of Manchester, died at Pyrford, Surrey, on Thursday, 11th May, at the age of sixty-five. Mr. Jordan, who was a son of the late His Honour Judge Jordan, was admitted a solicitor in 1890.

In Lighter Vein.

The Week's Anniversary.

Bovill, C.J., who was born on the 26th May, 1814, saw the profession of the law in all its aspects, for he started his career as an articled clerk to a firm of solicitors in the City of London. A fellow pupil declared that "at an early age he was remarkable for the zeal with which he pursued his legal studies." This was a useful beginning, and another circumstance which helped him later on was a connection with a firm of manufacturers in the East End, through which he acquired knowledge which eventually brought him a good patent and commercial practice. He was called to the Bar at the Middle Temple in 1841, joining the Home Circuit, and took silk in 1855. Two years later, he entered Parliament as a Tory, and in 1866 stepped quickly through the office of Solicitor-General to the final haven of the Chief Justiceship of the Common Pleas. He was not a great judge, but if learning in the law, allied to patience, courtesy, good nature and unremitting industry qualify a man for a place on the Bench he deserved his success. He died in 1873. In Parliament his legislative activities were perpetuated by the Petition of Right Act and the Partnership Law Amendment Act.

A Small Call.

The fact that there was only one call to the Bar at Gray's Inn during the Easter Term does not mark a return to the dark ages which prevailed when the late Lord Birkenhead first became a member. He used to recall how in one year only one student joined the Inn, and reporters came to interview him and ask why. Then "its only claim to real judicial distinction was that it possessed a county court judge who had been over-ruled nineteen times running." The period of obscurity had then lasted a long time, for when the late Sir Lewis Coward was called to the Bar—the only call of his term—the notorious Dr. Kenealy wrote in his paper: "One more wretched individual has been called to the Bar at Gray's Inn, and he, too, bears a name strangely in consonance with the acts and doings of the Inn itself. We read in the papers that Mr. John Charles Lewis Coward, son of The Reverend Canon Coward, has been called to the Bar at Gray's Inn. Well, there is an Inn called Thieves' Inn, and we think this Inn had better be re-christened 'Cowards Inn.'" Such was the venom of a disgraced Master of the Bench.

The Wisdom of Parliament.

Recently, Mackinnon, J., having been called upon to wrestle with the intricacies of the Local Government Act, 1929, spoke of the "mental gymnastics" necessary to deal with the problem, and having paid formal tribute to "the age-old wisdom of Parliament," remarked that "this Act must be the work of the collective wisdom of Parliament," since no single individual member would have the faintest idea of what it means. Thus is sustained the traditional struggle of the Bench to correct the apparently incorrigible muddle-headedness of our legislators. Not very long ago, Rowlatt, J. (as he then was), attacked the "unscholarly and bewildering form" of s. 21 (6) of the Finance Act, 1922, in which "the draughtsman has not observed what he has been writing and has construed the words in accordance with some ill-defined conception floating in his mind." But this is an old quarrel. In *R.* v. *Scott*, 4 B. & S. 374, Blackburn, J., said of an Act of 1746: "The statute, though not drawn in modern times, is somewhat obscure." Perhaps, after all, the best way of dealing with the mass-production of Westminster is the method of Mr. Baron Martin, who once waved a statute aside with the exclamation: "Never mind the Act of Parliament, take it away. The man who drew that Act knew nothing about the law of England."

Mr. George Alington Cave-Orme, barrister-at-law, of The Temple, E.C., left £8,461, with net personalty £6,952.

POINTS IN PRACTICE.

Questions from Solicitors who are Registered Annual Subscribers only are answered, and without charge, on the understanding that neither the Proprietors nor the Editor, nor any member of the Staff, is responsible for the correctness of the replies given or for any steps taken in consequence thereof. All questions must be typewritten (in duplicate), addressed to the Editorial Department, 29-31, Breams Buildings, E.C.4, and contain the name and address of the Subscriber. In matters of urgency answers will be forwarded by post if a stamped addressed envelope is enclosed.

Rent Acts—Intestacy.

Q. 2736. A, who owns a dwelling-house, to which the Rent Acts apply, let it before 1914 to B on a weekly tenancy, and in July, 1917, served on B a valid notice increasing his rent, which was duly complied with. B died in 1925, leaving a widow, who was residing with him at the time of his death, and who succeeded B as A's tenant. B's widow had now died, leaving a daughter who was living with her at the time of her death. For three weeks after the widow's death, A accepted rent from the daughter and entered it in the same rent book until he was advised that under s. 12 of the 1920 Act, the premises had become de-controlled on the widow's death, whereupon he refused to accept any further rent and wrote to B's daughter pointing out that the premises were now de-controlled. It is now contended on behalf of the daughter that the acceptance of rent and entry of it in the rent book for the three weeks, has created a tenancy, and she is fully protected by the Acts. We shall be glad of your opinion as to whether, assuming we are correct in thinking the premises became de-controlled on the widow's death, this contention is correct ?

A. A would have been entitled to possession on the authority of *Pain* v. *Cobb*, 47 T.L.R. 596, if he had made his claim upon the death of the widow. There is no High Court authority covering the case where a landlord has accepted rent from a member of the intestate's family after the death of the widow, but in *Taylor* v. *Lofthouse* ("Property Owners' Gazette," March, 1933) the Leeds County Court judge dismissed such a case on the ground that the dwelling-house was still controlled, but invited an appeal to the High Court as the point was far from being made clear by the wording of s. 12 (1) (*g*) of the 1920 Act.

Bankruptcy Notice—Order of Quarter Sessions—Execution..

Q. 2737. Is an order of quarter sessions for costs, a final order within s. 1 (*g*) of the Bankruptcy Act, 1914 ? A creditor cannot enforce such an order by execution, as the quarter sessions have no power to enforce their own order. He must either apply to the justices for an order for distress or imprisonment, or remove the order to the King's Bench. Are there any decisions on the point ?

A. It is presumed the order was one made on appeal where the practice is to order the costs to be paid to the clerk of the peace to be by him paid over to the successful party : Summary Jurisdiction Act, 1848, s. 27 ; Quarter Sessions Act, 1849, s. 5 ; though an order to pay to the successful party is not a nullity : *Gay* v. *Matthews* (1863), 32 L.J. M.C. 14. The order seems clearly to be an order within the section, and, on principle, it is considered that a bankruptcy notice should properly issue, as the order is indirectly enforceable by an execution through the justices. Their so-called distress warrant is a warrant of execution, and even the material words of direction to the levying officer are practically the same as those used in a warrant of execution issued from the county court. And if the order is removed to the King's Bench Division ordinary execution follows. As to the doubt, however, whether a bankruptcy notice can ever issue where money is directed to be paid to one person for the use of another, see the cases cited in *Re a Debtor No.* 76 *of* 1929, 2 Ch. 146, and in all the standard law reports of that year.

Rent Restrictions Act—Death of Statutory Tenant.

Q. 2738. A was a statutory tenant of property at the date of his death, and his widow who resided with him at the time of his death naturally succeeded to the controlled tenancy under sub-cl. (G) of s. 12 of the Act of 1920. The widow has now died and her son who was residing with her is anxious to know whether or not he is entitled to the protection of the Act. It would seem on the strength of the case of *Pain* v. *Cobb*, 47 T.L.R., that he cannot succeed to the tenancy. It is desired to know whether he can by taking out a grant of administration claim that he is entitled to the benefit of the Acts as the administrator. Reference to cases and sections of Acts will oblige.

A. Pain v. *Cobb* cited in the question is (unless it is subsequently overruled, which does not seem to be likely) conclusive that the provision as to a member of the family residing with the intestate only operates *once*. The provision has no relation to a *contractual* tenancy. If it could be shown that the widow had become a contractual tenant under a new agreement, the son might claim if he took out administration. On the facts stated, however, this is not the case, and the son could only become a protected tenant if it could be shown that the landlord with full knowledge of the facts accepted him as tenant. Payment and receipt of rent is *prima facie* evidence of a tenancy of some kind, but it is open to the landlord to show that it was in ignorance of the facts : *Doe* v. *Crago* (1848), 6 C.B. 90. A weekly payment is *prima facie* evidence of a weekly tenancy (*Ladies' Hosiery and Underwear Ltd.* v. *Parker* [1930] 1 Ch. 304, a case of a lessee holding over after expiration of lease).

Will—Settlement—Cesser of Settlement on Death of Life Tenant—Will of Testator not Proved until after the Death of Life Tenant—Sale.

Q. 2739. A by his will made in 1904 appointed B and C executors, and devised his property upon trusts under which his wife became tenant for life. A died in 1913 seised of certain freehold property, subject to a mortgage. No steps were taken to prove the will until after the death of the tenant for life in 1932 ; subsequent to which the will was proved. No assent vesting the property in the wife as tenant for life was ever executed. The property was put up for sale by auction by the personal representatives of A, who purported to sell as personal representatives. Having regard to the long time since the death of A, and the effect of the Law of Property Act, 1925, is the purchaser of the property safe in accepting a title from the personal representatives of A, or should he require title to be made by the personal representatives of the tenant for life ? A had no other estate than the property, nor had the tenant for life any property of value other than her life interest.

A. We express the opinion that if the conveyance contains a recital by the personal representatives of A that there has been no assent to the devises of his will they can confer a good title. Even on the supposition that the land had vested in the widow under the transitional provisions of L.P.A., 1925, Sched. I, Pt. II, paras. 3 and 6 (*c*)), and subsequently (the settlement ending) in her personal representatives (*Re Bridgett and Hayes' Contract*, 71 Sol. J. 910) the operation of the second paragraph of A. of E.A., 1925, s. 36 (6), would appear to be strong enough to divest it.

Notes of Cases.

High Court—Chancery Division

Nathan *v.* Gulkoff & Levy Limited.

Bennet, J. 3rd and 4th May.

Master and Servant—Piecework—Minimum Wage fixed—Insufficient Work—Trade Boards Act, 1909 (9 Edw. 7, c. 22)—Trade Boards Act, 1918 (8 & 9 Geo. 5, c. 32)—Statutory Orders.

From 1927 till 1931 the plaintiff was employed as a "nailer" by the defendants, manufacturing furriers, on a piecework basis. As from November, 1927, they became liable to pay him as a minimum the wages payable to a "nailer" under a Statutory Order of the 4th November, 1927, made under the Trade Boards Acts, 1909 and 1918, and affirmed by a further Order of the 9th May, 1930. On a piecework basis the minimum rate to which he was entitled was 1s. 8d. an hour. He now alleged that he had not been paid for piecework sums enabling him to earn the minimum wage based upon the minimum piecework basis rate, inasmuch as a sufficient quantity of skins had not been put into his hands, which at the price fixed by the defendants would enable him to earn that minimum wage. Paragraph 38 of the Statutory Order of the 9th May, 1930, was: "In the case of workers who are employed on piecework for which no general minimum piece rates have been fixed by the Trade Board and made effective, each piece rate paid must be such as would yield in the circumstances of the case, to an ordinary worker, i.e., a worker of ordinary skill and experience in the class of work in question, an amount not less than the appropriate piecework basis time rate applicable, or, where no piecework basis time rate has been fixed by the Trade Board and made effective, an amount not less than the appropriate general minimum time rate."

Bennett, J., in giving judgment, said that the plaintiff was "a worker of ordinary skill and experience" in the class of work for which he was employed. During his employment the defendants had not enough work of the class he could do to enable him to earn the minimum wage he was entitled to, working at the rate fixed for the pieces of work he was given. In these circumstances the defendants were bound to raise the piece rate of the work they gave him. This was the effect of para. 38 of the Statutory Order of the 9th May, 1930. The plaintiff was entitled to an account on the footing that in respect of each hour of his employment he was to be paid a minimum wage of 1s. 8d. an hour.

Counsel: *H. H. Harris; Weingott.*

Solicitors: *J. Trevor Booth; Morrish, Strode & Searle.*

[Reported by Francis H. Cowper, Esq., Barrister-at-Law.]

High Court—King's Bench Division.

Quinlan *v.* Avis.

Talbot and Macnaghten, JJ. 31st March.

Landlord and Tenant—Rent Restriction—Lease at Rent in Excess of Limitation in Acts—A Valid Lease—Rent and Mortgage Interest Restrictions Act, 1923 (13 & 14 Geo. 5, c. 32), s. 2 (2).

This was an appeal by the defendant from the decision of the deputy county court judge given at Westminster County Court on the 21st June, 1932, which raised the question of the meaning of the word "valid" in sub-s. (2) of s. 2 of the Rent and Mortgage Interest Restrictions Act, 1923. Premises consisting of a shop and dwelling-house combined, situated at 151, Kingston-road, Wimbledon, were let on the 3rd August, 1914, at an annual rent of £30, and the rateable value was £24, so that the premises came within the scope of the Rent Acts. In 1917 the premises were empty; and on the 15th May, 1918, the then owner, one White, let them to E. T. Avis, the husband of the present defendant, for a term of one year at the rent of £30 a year. That rent was subsequently increased to £35 and then to £40. On the 21st March, 1928, the plaintiff, Mrs. Quinlan, purchased the property from White, and on the 22nd March, 1928, there was an agreement between her and E. T. Avis for two years from the 1st April, 1928, at a rent of £48 a year. In March, 1929, E. T. Avis died intestate. On the 1st April, 1930, the two years' agreement came to an end, and on the 7th September, 1931, notice to quit was served on the defendant, expiring on the 1st April, 1932. On the 18th May, 1932, an action was begun by the plaintiff claiming possession of the premises and mesne profits. The defendant contended that there had been no "valid" lease of the premises within the meaning of sub-s. (2) of s. 2 of the Act of 1923, inasmuch as the rent was fixed at £48, or £6 in excess of the amount allowable if the premises were within the Act, as the defendant contended they were. The deputy county court judge found against the defendant and held that the premises were decontrolled. The defendant now appealed.

Talbot, J., said that in this case the question was whether the condition imposed by s. 2 (2) of the Act of 1923 had been complied with. The question was whether "valid" lease meant a lease at a rent not exceeding the rent which at the time the Acts permitted. That was a clear proposition and on the face of it it was open to the criticism that if such was the intention of Parliament it was difficult to understand why Parliament did not say so. It was quite clear that the appellant had not satisfied the court that the word "valid" did mean at a rent not more than was chargeable under the Act. The appeal would be dismissed.

Counsel: *R. T. Sharpe*, for the appellant; *Alban Gordon*, for the respondent.

Solicitors: *Colman & Knight; Bond & Banbury.*

[Reported by Charles Clayton, Esq., Barrister-at-Law.]

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The Solicitors' Benevolent Association.

SEVENTY-FIFTH ANNIVERSARY DINNER.

The seventy-fifth anniversary dinner of this Association was celebrated at The Law Society's Rooms on 10th May. The chair was taken by Mr. E. R. Cook, C.B.E., the President.

Among those present were The Rt. Hon. The Master of the Rolls, The Rt. Hon. Lord Riddell, Mr. N. T. Crombie (the Vice-Chairman), Mr. Chas. Edward Barry (President of The Law Society), Sir Reginald Poole (Vice-President of The Law Society), Sir John Coode Adams, Sir Alfred Baker, Sir Robert Dibdin, Sir Norman Hill, Bart., Sir Edward Knapp-Fisher, Sir George Lewis, Bart., The Master Chandler, Messrs. G. L. Addison, A. J. Agius, P. J. Almond, A. H. Andrews, R. E. Attenborough, T. Baines, Claude Barker, Col. G. A. Battcock, Messrs. C. S. Bigg, Ernest E. Bird, H. R. Blaker, W. C. Blandy, W. E. M. Blandy, A. C. Borlase, Percy D. Botterell, C.B.E., Horace D. Bright, E. Kenneth Brown, G. K. Buckley, Major R. Bullin, Messrs. H. R. Burrill, E. D. K. Busby, A. J. Cash, G. E. Castle, Herbert W. Chell, G. Clarke, S. H. Clay, W. A. Coleman, G. A. Collins, D. F. Cooke, A. R. Cotton, T. G. Cowan, S. G. Cox, F. J. F. Curtis, T. S. Curtis, Brian Davies, Walter H. Day, Wilfred L. Dell, E. F. Dent, E. R. Dew, K. T. S. Dockray, A. J. M. Duncan, C. Edwards, R. Epton, T. A. B. Forster, W. M. Francis, R. S. Fraser, J. C. B. Gamlen, A. Gard, F. S. Gaylor, Alan G. Gibson, W. W. Gibson, F. H. Giles, T. Gill, W. A. Gillett, Ernest Goddard, D. L. F. Grece, T. K. Greenwood, N. Guthrie, C. J. Hardwicke, O. J. Humbert, A. M. Ingledew, Dr. T. C. Jackson, Messrs. W. Wilberforce Jackson, Matthew J. Jarvis, R. B. Johns, P. R. Johnston, J. H. Jones, G. Keith, C. W. Lee, Geo. Longrigg, G. L. F. McNair, Wilfred C. Mathews, C. B. Matthews, M. C. Matthews, C. G. May, H. W. Michelmore, A. Morrison, Rutley Mowll, R. C. Nesbitt, R. C. R. Nevill, Cecil Oakes, E. C. Ouvry, L. F. Paris, J. Amery Parkes, H. H. Payne, K. E. Peck, T. Edw. Penny, Hugh Pettitt, G. E. Phillimore, T. Phillips, H. B. Piper, G. F. Pitt-Lewis, Harvey F. Plant, M. J. Raymond, A. E. Robinson, W. N. Rowland, G. W. Russell, E. A. Ryall, H. J. H. Saunders, S. Saw, H. H. Scott, H. F. Shaw, P. J. Skelton, H. Nevil Smart, C.M.G., F. C. Stigant, W. Thomas, G. M. Todd, W. Townend, J. Venning, C. W. Vincent, Wyndham T. Vint, E. L. Wallis, H. White, F. P. Woodcock, W. M. Woodhouse, C. W. Wright, T. H. Wrensted, J. R. Yates, I. D. Yeaman, C. V. Young.

After the loyal toasts had been honoured, the President read a telegram from the patron: "I send my best wishes for the success of to-night's festival dinner and my congratulations on the splendid benevolent work which the Association has carried out during the seventy-five years of its existence.—Edward, P."

The health of the Association was proposed by Lord Riddell, who said that it was a great honour to be asked to speak on behalf of this admirable charity. A great many years ago he had abandoned the law for a calling which was not so lucrative, but more arduous. Nevertheless, he still had a great affection for his old profession. The public also usually regarded its own solicitors with affection. Its attitude was expressed in the lines:—

> "Dead or dreaming, drunk or sleeping,
> Nolan pulls you through;
> But gratitude takes early wings
> When Nolan's bill is due."

The average income of solicitors was extremely small. Many were wealthy men, many well-to-do, but a very large number were indigent. The claims on the charity were increasing, and the income was decreasing. This was a very serious matter, and he sincerely hoped that, owing to the work of his friend, Mr. Cook, that deficit would soon be wiped out. A short while ago he had been visiting an orphanage and a small boy had come up to him and said: "Do you know that the little boys here have no fathers?" Lord Riddell had replied that he knew that it was an orphanage. "Well," went on the little boy, "some of them have mothers and aunties, who bring them pennies and chocolates and toys, but there is one little boy has no mother or aunties to bring him pennies. Don't you think he ought to have a penny?" "I certainly do," Lord Riddell had replied. "Well," said the small boy, "I am that boy." Mr. Cook this evening was that little boy. He certainly ought to have a penny—many pennies—and it was up to the audience to give him the pennies, for if they did not he certainly had no mother or aunties to give him pennies. There was nothing sadder than the spectacle of a cultured person who happened to be bereft of income, particularly if that person were a woman. When he had been in America he had heard that they nowadays no longer marked cheques "no account," but "no bank." When he had arrived that evening he had asked whether he was to be serious, and had been told that he was to play the rôle of the funny man. It was rather hard on him, as he had written out a very careful and moving appeal to the generosity of his legal friends, and he had said that he would like to deliver it. Mr. Cook had replied "Give it to me; I will use it."

Lord Riddell said that he had the satisfaction of knowing that he was the only solicitor who had ever delivered judgment in the House of Lords. If a lay lord had the temerity to sit in a legal case they put another lay lord up to vote him down, but there was a type of case in which the lay lord was allowed to perform. On such an occasion the late Lord Birkenhead had asked him whether he was going to deliver judgment, and he had replied "Certainly not!" But Lord Birkenhead had observed: "You will never have another chance." So he had written out his judgment on an envelope and read it out, and it was now embalmed in the Law Reports. He most sincerely hoped that they were going to make the seventy-fifth anniversary a great success. Their profession was one of the finest professions in the kingdom, and as he viewed it from outside he realised more and more the value of the services it rendered to the community. He was particularly impressed by its efficiency, loyalty, devotion and kindliness.

The Chairman, in reply, expressed his sincere thanks to the principal guests and sketched the history of the Society, which had been founded by James Anderton, who, although a London solicitor, had been a member of the provincial association. The Association was by no means a London affair; in fact, it had actually been founded at Liverpool. In 1862 the total relief given out had been £85; in 1922 it had been £8,700; in 1931, £14,000. The income for 1932 had been £13,200 and the expenditure £13,929. There had, therefore, been a deficit. Last year 284 cases had been helped, seventy-seven of them being members. The deficit had been made up from legacies, which was an undesirable method. Their object was to secure a minimum total income of £80 for every member. Each case was most carefully considered by Miss Passmore, the lady almoner, whose work was invaluable to the Association. He had sought principally to extend the membership. The result of his appeal had been above his greatest expectations. In donations alone it had brought in over £3,000, and the Association had obtained thirty-two new life members and 321 new annual members. He was particularly anxious to obtain the support of the Provincial Law Societies and he paid a high tribute to the support which he received at the dinner by the presence of so many of the Presidents and Secretaries of these Societies.

Dr. C. E. Barry, President of The Law Society, proposed the health of the Master of the Rolls, saying that there was no more beloved member of the profession; he was not only a godfather but a real father in law to them all, always kind and courteous and ready to be approached. Dr. Barry congratulated Mr. Cook on the splendid result of his appeal and said that 70 per cent. of the Bristol solicitors were subscribers.

Lord Hanworth, in reply, said that it was a great pleasure to him to take part in this interesting occasion, a day marked by such astonishing success in the increased membership and large roll of subscribers. He had always taken an interest in the profession, and recalled the time when he had been Marshal to Lord Justice Manisty, and the judge had told him that when he had been a solicitor's clerk he had delivered a brief to Lord Hanworth's grandfather when he was still Mr. Pollock. That must have been before 1834. The forward march of the profession had been very marked in

recent years. It had a wonderful school of law, in which the standard was maintained and steadily increasing. On all occasions, when leaders of the law were contemplating changes, they turned now to the solicitors' profession and to The Law Society, and never without a satisfactory response. On a committee, of which he himself was chairman, which was considering a number of changes, the two representatives of The Law Society were Sir Philip Martineau and Mr. Noel Dowson, and they had already rendered valuable services.

The health of the Chairman was proposed by Sir NORMAN HILL. He said that the duty he had to perform was not a very difficult one, because he had always understood that within the circles of those who knew it was considered a mistake to paint the lily. In looking back over a long, busy, and he hoped not too mis-spent life, he found there were three ways of doing a bit of business that had to be done. The first was to do it yourself, as the copy books said ; that was not a bad way if the business was one that could be kept always in the doer's own eye. The second way was to get another man to do it ; that was, in the solicitors' profession, equivalent to going to counsel. That also was not a bad way, provided the solicitor told counsel what he wanted done and saw that he did it. The third way was to make up one's mind perfectly clearly and sharply what had to be done and then to bring into council all those who were directly interested and concerned in the doing of it, consult them and then get them to do it. This was the best way, and Mr. Cook was a grand master of this third way. He always knew what his job was, and he had a host of friends ready to help him in doing it. The Solicitors' Benevolent Association was extremely grateful to him for having organised and brought to such a successful conclusion this 75th anniversary.

Mr. COOK briefly replied, paying a tribute to his friends and his office staff.

Parliamentary News.

Progress of Bills.

House of Lords.

Calvinistic-Methodist or Presbyterian Church of Wales Bill.
Reported, with Amendments. [16th May.
Canterbury Extension Bill.
Reported, with Amendments. [11th May.
Church of Scotland (Property and Endowments) Amendment Bill.
Amendment Reported. [11th May.
Durham Corporation Bill.
Read Third Time. [11th May.
East Hull Gas Bill.
Reported, with Amendments. [11th May.
Exchange Equalisation Account Bill.
Read First Time. [11th May.
Government of India (Amendment) Bill.
In Committee. [16th May.
Great Western Railway Bill.
Reported, with Amendments. [11th May.
Jesus Hospital in Chipping Barnet Charity Bill.
Read First Time. [11th May.
Knutsford Light and Water Bill.
Read First Time. [11th May.
Knutsford Urban District Council Bill.
Read First Time. [11th May.
London and North Eastern Railway Bill.
Reported, without Amendment. [11th May.
London County Council (General Powers) Bill.
Read First Time. [11th May.
Ministry of Health Provisional Order Confirmation (Chepping Wycombe) Bill.
Read Second Time. [17th May.
Ministry of Health Provisional Order Confirmation (Luton Water) Bill.
Read Second Time. [17th May.
Ministry of Health Provisional Order Confirmation (Mid-Glamorgan Water Board) Bill.
Read Second Time. [17th May.
Ministry of Health Provisional Order Confirmation (South Somerset Joint Hospital District) Bill.
Read First Time. [17th May.
Ministry of Health Provisional Order Confirmation (Wath, Swinton and District Joint Hospital District) Bill.
Read First Time. [17th May.
Ministry of Health Provisional Order Confirmation (Wellington (Salop)) Bill.
Read First Time. [17th May.
Ministry of Health Provisional Order Confirmation (Wrexham and East Denbighshire Water) Bill.
Read Second Time. [17th May.
Ministry of Health Provisional Order (Sheffield) Bill.
Read Second Time. [16th May.
Ministry of Health Provisional Order (Torquay) Bill.
Read Third Time. [11th May.
Ministry of Health Provisional Orders Confirmation (Ely, Holland and Norfolk) Bill.
Read First Time. [17th May.
Ministry of Health Provisional Orders Confirmation (Maidstone and Stockton-on-Tees) Bill.
Read Second Time. [17th May.
Ministry of Health Provisional Orders (Hereford and West Kent Sewerage District) Bill.
Read Second Time. [16th May.
Ministry of Health Provisional Orders (Tees Valley Water Board and West Monmouthshire Omnibus Board) Bill.
Read Second Time. [16th May.
Protection of Animals Bill.
Read Third Time. [16th May.
Rent and Mortgage Interest Restrictions (Amendment) Bill.
Read First Time. [17th May.
Rubber Industry Bill.
In Committee. [16th May.
Sidmouth Urban District Council Bill.
Read First Time. [16th May.
Solicitors Bill.
Read First Time. [11th May.
Staffordshire and Worcestershire Canal Bill.
Reported, with an Amendment. [16th May.
Summary Jurisdiction (Appeals) Bill.
Read First Time. [16th May.
Wigan Corporation Bill.
Reported, with Amendments. [11th May.

House of Commons.

Administration of Justice (Scotland) Bill.
Read Second Time. [11th May.
Agricultural Marketing Bill.
Reported, with Amendments. [16th May.
Amersham, Beaconsfield and District Water Bill.
Read Second Time. [15th May.
Dewsbury Corporation Bill.
Read Third Time. [17th May.
Dover Harbour Bill.
Read Second Time. [15th May.
Durham Corporation Bill.
Lords' Amendments agreed to. [15th May.
Education (Necessity of Schools) Bill.
Read Second Time. [16th May.
Exchange Equalisation Account Bill.
Read Third Time. [15th May.
Finance Bill.
Read Second Time. [17th May.
Frimley and Farnborough District Water Bill.
Reported, with Amendments. [11th May.
Hotels and Restaurants Bill.
Reported, with Amendments. [17th May.
Leeds Corporation Tramways Provisional Order Bill.
Read Second Time. [17th May.
London County Council (General Powers) Bill.
Read Third Time. [11th May.
Lyme Regis District Water Bill.
Reported, with Amendments. [17th May.
Metropolitan Police Bill.
Read First Time. [17th May.
Ministry of Health Provisional Order (Stourbridge) Bill.
Read First Time. [12th May.
Nottinghamshire and Derbyshire Traction Company (Trolley Vehicles) Provisional Order Bill.
Read First Time. [15th May.
Oxford Corporation Bill.
Reported, with Amendments. [11th May.
Pharmacy and Poisons Bill.
Reported, with Amendments. [11th May.
Private Legislation Procedure (Scotland) Bill.
Read Second Time. [11th May.
Rent and Mortgage Interest Restrictions (Amendment) Bill.
Read Third Time. [16th May.
Rugby Corporation Bill.
Read Second Time. [15th May.
St. Helens Corporation Bill.
Read Third Time. [17th May.
Sheffield Extension Bill.
Reported, with Amendments. [16th May.
Sidmouth Urban District Council Bill.
Read Third Time. [12th May.

Solicitors Bill.
Read Third Time. [12th May.
South Suburban Gas Bill.
Reported. [17th May.
Summary Jurisdiction (Appeals) Bill.
Read Third Time. [12th May.
Teachers (Superannuation) Bill.
Read Third Time. [17th May.
Victoria Infirmary of Glasgow Act, 1888 (Amendment) Order Confirmation Bill.
Read First Time. [17th May.
Wimbledon Corporation Bill.
Read Second Time. [15th May.
Worksop Corporation Bill.
Read Second Time. [15th May.

Questions to Ministers.

CHILDREN AND YOUNG PERSONS ACT.

Mr. RHYS asked the Home Secretary what date he proposes to fix for the coming into operation of the Children and Young Persons Act.

Sir J. GILMOUR: As I explained last February in reply to a question asked by my hon. Friend the Member for Blackley (Mr. Lees-Jones), it was decided to postpone the bringing into force of the Children and Young Persons Act, 1932, with a view to the passing of a Consolidation Bill, and though this would mean a short delay, I intended to bring the new legislation into force before the Summer Recess. The Consolidation Bill, as my hon. Friend is aware, has now been passed. I had hoped that it might be possible to fix 1st July for bringing it into operation, but I have received representations from the local authorities primarily concerned with the administration of the new Act that it would be very inconvenient to them if these provisions, which involve many changes in detail, were to take effect at the beginning of the holiday period. In consideration of these representations, I propose in due course to fix 1st November next. [11th May.

HIS MAJESTY'S COURTS (SOLICITORS).

Sir E. GRAHAM-LITTLE asked the Attorney-General on what grounds a qualified solicitor who has paid his annual practising duty under the Solicitors Act, 1932, is excluded from arguing his clients' causes before His Majesty's judges; and whether, as every solicitor has to pass an examination at least equal to that required from barristers and also to pay an annual duty of £9 for the privilege of practising, he will take steps to enable qualified solicitors to have rights of audience in all His Majesty's courts co-extensive with those of barristers.

THE ATTORNEY-GENERAL: English barristers have an exclusive right of audience as advocates in the Court of Appeal and in all sittings in open court of the High Court, except in bankruptcy. This is partly by common law and partly by Statute. Legislation would be required to carry out my hon. Friend's suggestion, and I see no sufficient reason for its introduction. [15th May.

Societies.

The Law Association.

FOR THE BENEFIT OF WIDOWS AND FAMILIES OF SOLICITORS IN THE METROPOLIS AND VICINITY (INSTITUTED 1817).

The 115th Annual General Court will be held on Wednesday, the 31st May, in the Court Room of The Law Society, 61, Carey-street, when The Rt. Hon. Lord Blanesburgh, G.B.E., President, will take the chair at 2 o'clock precisely. All members of the profession will be welcome.

Law Students' Debating Society.

At a meeting of the Society held at The Law Society's Hall, on Tuesday, 9th inst. (Chairman, Mr. A. L. Ungoed Thomas), the subject for debate was: "That this House approves of vivisection." Mr. E. F. Iwi opened in the affirmative. Mr. J. H. G. Buller opened in the negative. The following members also spoke: Messrs. E. M. Woolf, R. S. W. Pollard, R. J. A. Temple, L. J. Frost and T. M. Jessup. The opener having replied, the motion was carried by nine votes. There were twenty-five members and two visitors present.

The next session will commence on Tuesday, 3rd October, 1933.

Solicitors' Benevolent Association.

The monthly meeting of the Directors was held on the 10th inst., at 60, Carey-street, London, Mr. E. R. Cook, C.B.E, in the chair, the other Directors present being: Sir A. N. Hill, Bart., Sir Reginald Poole, and Messrs. A. C. Borlase (Brighton), P. D. Botterell, C.B.E., H. D. Bright (Nottingham), A. J. Cash (Derby), W. A. Coleman (Leamington), H. T. Crombie (York), T. S. Curtis, E. F. Dent, K. T. S. Dockray (Manchester), T. A. B. Forster (Newcastle-on-Tyne), W. M. Francis (Cambridge), T. K. Greenwood (Bradford), L. C. Jackson (Hull), R. B. Johns (Plymouth), G. Keith, R. Epton (Lincoln), C. W. Lee, C. G. May, H. W. Michelmore (Exeter), R. C. Nesbitt, L. F. Paris (Southampton), H. F. Plant, H. H. Scott, P. J. Skelton (Manchester), A. B. Urmston (Maidstone) and H. White (Winchester); £684 was distributed in grants of relief; fifty-seven new members were admitted; and other general business transacted.

The Hardwicke Society.

An ordinary meeting of the Society was held in the Middle Temple Common Room on Friday, 12th inst. The President, Mr. Vyvyan Adams, M.P., took the chair at 8.19 p.m. In public business Mr. Walter Stewart moved: "That this House views with apprehension the application of the British embargo upon Soviet imports." Prince Leonid Lieven opposed. There spoke to the motion Mr. MacColl, Mr. Yahuda, Mr. Griffiths, Mr. Stride (Hon. Secretary), Mr. Granville Sharp (ex-President), Miss Jennie Lee, Mr. Cox-Meech, Mr. Douglas, Mr. Rowe, and the Hon. Proposer in reply. On a division the motion was lost by five votes.

Gray's Inn Debating Society.

The ninth meeting of the year was held in the Common Room, Gray's Inn, at 8.15 p.m., on Thursday, 11th May, the President being in the chair. A debate took place on the motion: "That the policy embodied in the White Paper (Command Paper 4268) is contrary to the interests of both India and Great Britain." The President, having made a short speech, introducing and welcoming the two visitors who were to open the debate, the motion was proposed by Sir Michael O'Dwyer, G.C.I.E., K.C.S.I. (formerly Lieutenant-Governor of the Punjab), and opposed by Sir John Wardlaw-Milne, K.B.E., M.P. (Chairman of the Conservative Party India Committee, and a member of the Joint Select Committee on Indian Constitutional Reform); Lieutenant-Colonel R. V. K. Applin, D.S.O., M.P., spoke third; and Mr. Dingle Foot, M.P., spoke fourth, after which the proposer replied. The motion was carried by forty-six votes to thirty-two, the number of members and guests present being 101. A hearty vote of thanks to the two visiting speakers was proposed by Mr. J. W. J. Cremlyn (Ex-President), seconded by Mr. P. L. E. Rawlins (Ex-President), and carried by acclamation, to which Sir Michael O'Dwyer briefly replied. Particulars of the next meeting will be found on the Society's notice boards.

Council for Jewish Adult Education.

Under the auspices of the above Council, a course of eight lectures on "The Talmud," is being delivered at the Jewish Communal Centre, Tavistock-square, Upper Woburn-place, W.C.1, on Thursday evenings, at 8.30. On Thursday next, the 25th inst., Rabbi Dr. I. Epstein will speak on "Social Legislation in the Talmud," and Professor A. Buchler, Principal of Jews College, will preside. On Thursday, the 8th June, Rabbi Dr. Samuel Daiches will deliver a lecture on "Jurisprudence in the Talmud," and Mr. Neville J. Laski, K.C., will be in the chair. The lectures are open to the public free of charge.

Inner Temple.

GRAND DAY.

Wednesday, 17th May, being the Grand Day of Easter Term, at the Inner Temple, the treasurer (Sir William Hansell, K.C.) and the Masters of the Bench entertained at dinner the following guests: Lord Mamhead, Lord Thankerton, Sir Henry Betterton, Sir Evelyn Cecil, Sir E. Farquhar Buzzard, Sir H. Seymour King, Admiral of the Fleet Sir Henry Oliver, Sir Edward Maclagan, Lieutenant-Colonel Sir Hugh Turnbull, Mr. J. G. Colmer, the Dean of Christ Church, Oxford, the Master of the Temple, Dr. T. E. Page, Mr. E. V. Knox, and the Sub-Treasurer.

The Masters of the Bench present in addition to the Treasurer were: Lord Darling, Sir Francis Taylor, K.C., Sir Sidney

Rowlatt, Mr. Justice Avory, Sir Lancelot Sanderson, Mr. Howard Wright, Lord Hanworth of Hanworth (Master of the Rolls), Mr. Lauriston Batten, K.C., Mr. Justice Talbot, Sir Gerald Hohler, K.C., Mr. A. W. Bairstow, K.C., Mr. Alexander Grant, K.C., Sir Leslie F. Scott, K.C., Mr. Justice Bateson, Mr. Justice Charles, Sir Benjamin Cohen, K.C., Lord Justice Slesser, Mr. W. A. Greene, K.C., Mr. H. St. J. D. Raikes, K.C., Mr. A. T. Bucknill, K.C., Mr. W. H. P. Lewis, Mr. M. J. L. Beebee, Mr. S. R. C. Bosanquet, K.C., Mr. H. H. Joy, K.C., Master Sir George Bonner, Mr. R. A. Gordon, K.C., Mr. C. Doughty, K.C., Mr. C. N. Tindale Davis.

Lincoln's Inn.

GRAND DAY.

Tuesday, 16th May, being the Grand Day in Easter Term at Lincoln's Inn, the Treasurer (Lord Justice Romer) and the Masters of the Bench entertained at dinner: The Austrian Minister, Lord Ritchie of Dundee, Mr. Reginald McKenna, Mr. Montagu Norman, Mr. Justice Humphreys, Sir Philip Devitt, General Sir Cecil F. Romer, Sir Stanley Hewett, Admiral Sir Nelson Ommanney, Sir Reginald Blomfield, R.A., Sir Adrian Pollock, the President of the R.I.B.A. (Sir Raymond Unwin), Dr. G. F. Hill (Director of the British Museum), Mr. Lancelot Hannen, Mtre. Louis Sarran, the Master of Trinity Hall, Cambridge (Dr. H. R. Dean, M.D.), Mr. G. F. Kelly, R.A., Mr. T. Howard Wright, the President of the Law Society (Mr. C. E. Barry), Mr. Spencer Leeson, and Mr. R. P. P. Rowe (Under-Treasurer).

The Benchers present, in addition to the Treasurer, on the occasion were: Sir Alfred Hopkinson, K.C., Lord Warrington of Clyffe, Mr. Justice Eve, Lord Justice Lawrence, Lord Danesfort, K.C., Mr. Jenkins, K.C., Lord Blanesburgh, Sir Felix Cassell, K.C., Mr. Lewis Thomas, K.C., Mr. Pember, Lord Russell of Killowen, Mr. Justice Clauson, Mr. Justice Macnaghten, Sir James Greig, K.C., Mr. Justice Maugham, Mr. Vaughan Williams, K.C., Mr. Justice Atkinson, Sir Malcolm McIlwraith, K.C., Judge Thompson, K.C., Mr. Galbraith, K.C., M.P., Judge Kennedy, K.C., Mr. Manning, K.C., Sir Gerald Hurst, K.C., M.P., Sir Percival Clarke, Mr. Sturges, K.C., Mr. Latter, K.C., Mr. Stamp, Mr. Ellis, Mr. Justice Bennett, Mr. Simonds, K.C., Mr. Hodge, Mr. Greenland, Mr. Morton, K.C., Mr. Turner and Mr. Willes.

Middle Temple.

GRAND DAY.

Tuesday, 16th May, being the Grand Day of Easter Term, at the Middle Temple, the Master Treasurer (Master Holman Gregory, K.C.) and the Masters of the Bench entertained at dinner the following guests: The Marquess of Dufferin and Ava, the Earl of Munster, Viscount Mersey, Viscount Bertie of Thame, Lord Merrivale, Lord Greenwood, K.C., Lord Wakefield, Lord Rochester (Paymaster-General), Sir John Simon, K.C., M.P. (Secretary of State for Foreign Affairs), Sir Dunbar Plunkett Barton, Lieutenant-Commander Sir Hilton Young, M.P. (Minister of Health), Sir Henry Betterton, M.P. (Minister of Labour), Sir George Truscott, Field-Marshal Sir William Birdwood (the Master of Peterhouse, Cambridge), Sir Charles Batho, Sir William Llewellyn (President of the Royal Academy) Sir Walter Greaves-Lord, K.C., M.P. (Treasurer of Gray's Inn), Sir William Hansell, K.C. (Treasurer of the Inner Temple), the Rev. F. J. Lys, M.A. (Vice-Chancellor of Oxford University), Mr. W. Spens, M.A. (Vice-Chancellor of Cambridge University), the Rev. J. F. Clayton, B.A. (Reader, Temple Church), and Mr. T. F. Hewlett (Under Treasurer).

The Masters of the Bench present in addition to the Master Treasurer were: Sir R. A. McCall, K.C., Sir Ellis Hume-Williams, K.C., Mr. Aspinall, K.C., Mr. Justice Horridge, Sir Alfred Tobin, K.C., Viscount Sankey, Mr. De Gruyther, K.C., Mr. Edward Shortt, K.C., Mr. Micklethwait, K.C., Sir Lynden Macassey, K.C., Mr. Hart, K.C., Mr. Justice Hawke, Mr. Dunne, K.C., Mr. Williamson, Mr. Bevan, K.C., Mr. Sullivan, K.C., Viscount Rothermere, Judge Whiteley, K.C., Mr. Scholefield, K.C., Sir Edward Tindal Atkinson, Mr. Frampton, Sir Ian Macpherson, K.C., Mr. Bowen Davies, K.C., Colonel Sir Henry Foster MacGeagh, K.C., Mr. Justice du Parcq and Sir Thomas Molony.

The Medico-Legal Society.

An ordinary meeting of the Society will be held at 11, Chandos-street, Cavendish-square, W.1, on Thursday, the 25th May, at 8.30 p.m., when a paper will be read by W. G. Earengey, Esq., K.C., LL.D., on "The Legal Consequences of Shock," which will be followed by a discussion. Members may introduce guests to the meeting upon production of the member's private card.

Rules and Orders.

THE MINISTRY OF HEALTH (RATE OF INTEREST) AMENDMENT ORDER 1933, DATED MAY 11, 1933, MADE BY THE MINISTER OF HEALTH, WITH THE APPROVAL OF THE TREASURY, UNDER SECTION 5 OF THE HOUSING ACT, 1921 (11 & 12 GEO. 4. C. 19).

77,391.

The Minister of Health in pursuance of the powers conferred on him by section 5 of the Housing Act 1921 and of all other powers enabling him in that behalf with the approval of the Treasury hereby orders as follows:—

1. This order may be cited as the Ministry of Health (Rate of Interest) Amendment Order 1933.

2. The rate of interest on advances made on or after the 1st day of June 1933 under section 1 of the Small Dwellings (Acquisition) Act 1899(*a*) shall be four per centum per annum and the provisions of the orders specified in the schedule hereto relating to the rate of interest on advances under that Act shall be modified and have effect accordingly.

SCHEDULE.

The Ministry of Health (Rates of Interest) Order, 1921.(*b*)
The Ministry of Health (Rates of Interest) Amendment Order, (No. 2), 1922.(*c*)
The Ministry of Health (Rate of Interest) Amendment Order, 1923.(*d*)
The Ministry of Health (Rate of Interest) Amendment Order, 1926.(*e*)
The Ministry of Health (Rate of Interest) Amendment Order, 1929.(*f*)
The Ministry of Health (Rate of Interest) Amendment Order, 1930.(*g*)
The Ministry of Health (Rate of Interest) Amendment Order, (No. 2), 1930.(*h*)
The Ministry of Health (Rate of Interest) Amendment Order, 1931.(*i*)
The Ministry of Health (Rate of Interest) Amendment Order, 1932.(*j*)
The Ministry of Health (Rate of Interest) Amendment Order, (No. 2), 1932.(*k*)
The Ministry of Health (Rate of Interest) Amendment Order, (No. 3), 1932.(*l*)

Given under the official seal of the Minister of Health this eleventh day of May nineteen hundred and thirty-three.

R. H. H. Keenlyside,
Assistant Secretary, Ministry of Health.

We approve this Order,

George A. Davies,
Walter J. Womersley,
Two of the Lords Commissioners of His Majesty's Treasury.

(*a*) 62–3 V. c. 44.
(*b*) S.R. & O. 1921 (No. 1385) p. 309.
(*c*) S.R. & O. 1922 (No. 1326) p. 439.
(*d*) S.R. & O. 1923 (No. 940) p. 362.
(*e*) S.R. & O. 1926 (No. 104) p. 633.
(*f*) S.R. & O. 1929 (No. 1025) p. 500.
(*g*) S.R. & O. 1930, No. 301.
(*h*) S.R. & O. 1930 (No. 1081) p. 618.
(*i*) S.R. & O. 1931 (No. 979) p. 473.
(*j*) S.R. & O. 1932, No. 2.
(*k*) S.R. & O. 1932, No. 254.
(*l*) S.R. & O. 1932 (No. 909) p. 537.

Legal Notes and News.

Honours and Appointments.

The King has been pleased to approve the appointment of Mr. CYRIL ATKINSON, K.C., to be a Justice of the High Court of Justice, King's Bench Division, pursuant to an address from both Houses of Parliament.

Mr. W. S. BROOKES, Deputy Town Clerk of Barking, has been appointed Town Clerk of Boston, Lincs. Mr. Brookes was admitted a solicitor in 1927.

Mr. CLIFFORD BUCKLEY, Solicitor and Clerk of the Rowley Regis Urban District Council, has been appointed Charter Town Clerk of the newly incorporated Borough of Rowley Regis. Mr. Buckley was admitted in 1930.

Mr. WILLIAM LEONARD EDGE, barrister-at-law, has been appointed Clerk to the Salop County Council. Mr. Edge was called to the Bar by Gray's Inn in January, 1932.

Mr. F. H. BUSBY, Assistant Solicitor, Peterborough, has been appointed Assistant Solicitor at Eastbourne. Mr. Busby was admitted in 1931.

Mr. R. W. J. HILL, Deputy Clerk at Herne Bay, has been appointed Assistant Solicitor to the Borough of Chesterfield. Mr. Hill was admitted in 1930.

Professional Announcements.

(2s. per line.)

THE SOLICITORS' MORTGAGE SOCIETY, LTD. (formed by Solicitors for Solicitors), invites particulars of FUNDS or SECURITIES. Apply, The Secretary, 20. Buckingham-street, Strand, W.C.2. Telephone No. Temple Bar 1777.

Wills and Bequests.

Mr. Edward Feild Cole, solicitor, of Hammersmith, left £15,130, with net personalty £14,058.

Mr. Ernest Edwards, solicitor, of Westcliff-on-Sea, left £17,454, with net personalty £12,908.

SUMMER ASSIZES.

The days and places for the Summer Assizes on the South Wales and Northern Circuits are as follows :—

SOUTH WALES CIRCUIT.—Mr. Justice Swift.—Monday, 29th May, at Haverfordwest; Wednesday, 31st May, at Lampeter; Friday, 2nd June, at Carmarthen; Thursday, 8th June, at Brecon; Saturday, 10th June, at Presteign. Mr. Justice Roche and Mr. Justice Swift.—Tuesday, 20th June, at Swansea.

NORTHERN CIRCUIT.—Mr. Justice Macnaghten and Mr. Justice du Parcq.—Saturday, 27th May, at Appleby; Thursday, 1st June, at Carlisle; Wednesday, 7th June, at Lancaster; Monday, 12th June, at Liverpool; Monday, 3rd July, at Manchester.

LAW SOCIETY PROSECUTION.

Sitting at the Mansion House Justice Room last Wednesday, Alderman Sir Stephen Killik heard a summons, says *The Times*, against Edgar Amedee Hammond, a solicitor, of Clifford's Inn, Fleet-street, issued at the instance of The Law Society. The allegation was that in February Hammond had acted as a fully qualified and certified solicitor, contrary to s. 46 of the Solicitors Act, 1932, while not holding the certificate of a practising solicitor, issued by The Law Society. For the defence it was stated that Hammond had been a fully qualified solicitor, but his certificate had lapsed in 1931. He had instructed his clerk on three occasions to have the certificate renewed, but it had not been done. It was an oversight of the clerk. The Alderman said that the fact that a junior or clerk was instructed to see to the renewal did not shift the responsibility from the defendant. A fine of £5, with £5 5s. costs, was imposed.

Court Papers.

Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE ON

DATE.		EMERGENCY ROTA.	APPEAL COURT No. 1.	GROUP I. MR. JUSTICE EVE. Witness. Part I.	MR. JUSTICE MAUGHAM. Non-witness
		Mr.	Mr.	Mr.	Mr.
May	22	Jones	More	*Hicks Beach	Blaker
„	23	Ritchie	Hicks Beach	*Blaker	Jones
„	24	Blaker	Andrews	*Jones	Hicks Beach
„	25	More	Jones	*Hicks Beach	Blaker
„	26	Hicks Beach	Ritchie	Blaker	Jones
„	27	Andrews	Blaker	Jones	Hicks Beach

		GROUP I. MR. JUSTICE BENNETT. Witness. Part II.	MR. JUSTICE CLAUSON. Non-Witness.	GROUP II. MR. JUSTICE LUXMOORE. Witness. Part II.	MR. JUSTICE FARWELL. Witness. Part I.
		Mr.	Mr.	Mr.	Mr.
May	22	*Jones	Andrews	More	*Ritchie
„	23	Hicks Beach	More	*Ritchie	*Andrews
„	24	*Blaker	Ritchie	Andrews	*More
„	25	Jones	Andrews	*More	Ritchie
„	26	*Hicks Beach	More	Ritchie	*Andrews
„	27	Blaker	Ritchie	Andrews	More

* The Registrar will be in Chambers on these days, and also on the days when the Court is not sitting.

A UNIVERSAL APPEAL

TO LAWYERS: FOR A POSTCARD OR A GUINEA FOR A MODEL FORM OF BEQUEST TO THE HOSPITAL FOR EPILEPSY AND PARALYSIS, MAIDA VALE, W.9.

Stock Exchange Prices of certain Trustee Securities.

Bank Rate (30th June, 1932) 2%. Next London Stock Exchange Settlement Thursday, 25th May, 1933.

	Div. Months.	Middle Price 17 May 1933.	Flat Interest Yield. £ s. d.	†Approximate Yield with redemption £ s. d.
ENGLISH GOVERNMENT SECURITIES				
Consols 4% 1957 or after	FA	108¾	3 13 7	3 9 1
Consols 2½%	JAJO	73	3 8 6	—
War Loan 3½% 1952 or after	JD	99½	3 10 4	—
Funding 4% Loan 1960-90	MN	109½	3 13 1	3 9 1
Victory 4% Loan (Available for Estate Duty at par) Av. life 29 years	MS	109	3 13 5	3 10 0
Conversion 5% Loan 1944-64	MN	115¾	4 6 4	3 5 5
Conversion 4½% Loan 1940-44	JJ	110¾	4 1 3	2 15 9
Conversion 3½% Loan 1961 or after	AO	99¾	3 10 2	—
Conversion 3% Loan 1948-53	MS	98	3 1 3	3 2 8
Conversion 2½% Loan 1944-49	AO	94	2 13 2	2 19 7
Local Loans 3% Stock 1912 or after	JAJO	85½	3 10 2	—
Bank Stock	AO	326½	3 13 6	—
Guaranteed 2¾% Stock (Irish Land Act) 1933 or after	JJ	77	3 11 5	—
India 4½% 1950-55	MN	104	4 6 6	4 3 4
India 3½% 1931 or after	JAJO	81	4 6 5	—
India 3% 1948 or after	JAJO	69	4 6 11	—
Sudan 4½% 1939-73	FA	110	4 1 10	2 10 4
Sudan 4% 1974 Red. in part after 1950	MN	108	3 14 1	3 7 6
Transvaal Government 3% Guaranteed 1923-53 Average life 12 years	MN	100	3 0 0	3 0 0
COLONIAL SECURITIES				
*Australia (Commonw'th) 5% 1945-75	JJ	105	4 15 3	4 9 1
*Canada 3½% 1930-50	JJ	99	3 10 8	3 11 7
*Cape of Good Hope 3½% 1929-49	JJ	100	3 10 0	3 10 0
Natal 3% 1929-49	JJ	96	3 2 6	3 6 5
New South Wales 3½% 1930-50	JJ	93	3 15 3	4 1 7
*New South Wales 5% 1945-65	JD	103xd	4 17 1	4 13 9
*New Zealand 4½% 1948-58	MS	105	4 5 9	4 0 11
*New Zealand 5% 1946	JJ	109	4 11 9	4 1 10
*Queensland 4% 1940-50	AO	99	4 0 10	4 1 8
*South Africa 5% 1945-75	JJ	112	4 9 3	3 14 9
*South Australia 5% 1945-75	JJ	105	4 15 3	4 9 1
*Tasmania 3½% 1920-40	JJ	100	3 10 0	3 10 0
Victoria 3½% 1929-49	AO	95	3 13 8	3 18 6
*W. Australia 4% 1942-62	JJ	99	4 0 10	4 1 2
CORPORATION STOCKS				
Birmingham 3% 1947 or after	JJ	85	3 10 7	—
Birmingham 4½% 1948-68	AO	113	3 19 8	3 7 8
*Cardiff 5% 1945-65	MS	110	4 10 11	3 18 9
Croydon 3% 1940-60	AO	93	3 4 6	3 8 0
*Hastings 5% 1947-67	AO	114	4 7 9	3 14 0
Hull 3½% 1925-55	FA	99	3 10 8	3 11 4
Liverpool 3½% Redeemable by agreement with holders or by purchase	JAJO	99	3 10 8	—
London County 2½% Consolidated Stock after 1920 at option of Corp.	MJSD	72xd	3 9 5	—
London County 3% Consolidated Stock after 1920 at option of Corp.	MJSD	85xd	3 10 7	—
Manchester 3% 1941 or after	FA	85	3 10 7	—
Metropolitan Consd. 2½% 1920-49	MJSD	93xd	2 13 9	3 1 3
Metropolitan Water Board 3% "A" 1963-2003	AO	87	3 9 0	3 10 0
Do. do. 3% "B" 1934-2003	MS	88	3 8 2	3 9 1
Do. do. 3% "E" 1953-73	JJ	94	3 3 10	3 5 5
*Middlesex C.C. 3½% 1927-47	FA	101	3 9 4	—
Do. do. 4½% 1950-70	MN	111	4 1 1	3 12 6
Nottingham 3% Irredeemable	MN	85	3 10 7	—
*Stockton 5% 1946-66	JJ	113	4 8 6	3 14 4
ENGLISH RAILWAY PRIOR CHARGES				
Gt. Western Rly. 4% Debenture	JJ	103½	3 17 4	—
Gt. Western Rly. 5% Rent Charge	FA	114½	4 7 4	—
Gt. Western Rly. 5% Preference	MA	79½	6 5 9	—
‡L. & N.E. Rly. 4% Debenture	JJ	85½	4 13 7	—
‡L. & N.E. Rly. 4% 1st Guaranteed	FA	68½	5 16 9	—
London Electric 4% Debenture	JJ	103½	3 17 4	—
‡L. Mid. & Scot. Rly. 4% Debenture	JJ	95½	4 3 9	—
‡L. Mid. & Scot. Rly. 4% Guaranteed	MA	79½	5 0 8	—
Southern Rly. 4% Debenture	JJ	103½	3 17 4	—
Southern Rly. 5% Guaranteed	MA	109½	4 11 4	—
Southern Rly. 5% Preference	MA	87½	5 14 3	—

* Not available to Trustees over par.

† In the case of Stocks at a premium, the yield with redemption has been calculated as at the earliest date; in the case of other stocks, as at the latest date.

‡ These Stocks are no longer available for trustees, either as strict Trustee or Chancery Stocks, no dividend having been paid on the Companies' Ordinary Stocks for the past year.

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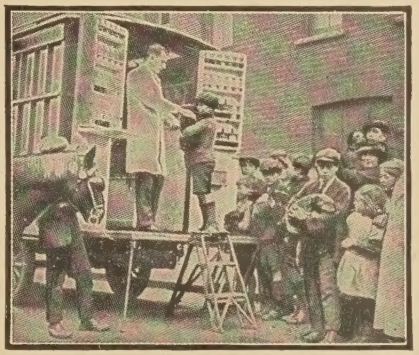

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